



Board members

Joe Donat, City Administrator | Rebecca Valk, Corporation Counsel | Joe Vita, Commissioner of Finance |
Chris Gent, Commissioner of Public Works | Rich DuPilka, Engineer

a. Old Business

- 1. Bids Opened:**
- 2. Bids – Award Recommendation:**
 - a. RFB-COP-07-25-01 New & Recap Tires-to be Discussed
- 3. Notice to Proceed Issued-**
 - a.

b. New Business

- 1. Bids currently in circulation. – Bid packages available on City Website and Bidnet Direct, or the Office of the Purchasing Agent**
- 2. Bids to be Renewed-for Discussion**
 - a. HVAC Stand-By- Expires 1/31/26**
 - Integrity Mechanical
 - Dutchess Tekcon
 - Southeast Mechanical
 - BPI Mechanical

c. RFP Contracts Awarded:

- 1. RFP-COP-06-25-01 – Fallkill Blueway- Mass Design.**

d. Discussion

- 1. Bids expiring no renewal: March 31, 2026**
 - a. Scattered Sidewalks**
 - b. Street Paving**

e. Executive Session-

CITY OF POUGHKEEPSIE
RFB-COP-07-25-01
PURCHASE OF NEW AND RECAP TIRES

EST QTY	Part#	Description
		FIRESTONE OR APPROVED
2	F246420	LT225/75R17 winter Force
7	F008100	215/55R16 Weather Grip
4	F014939	265/65R18 Destination LE3
2	F002758	LT2215/85R16 Trans Force HT2
2	F000181	LT245/75R16 Transforce AT2
1	F001511	185/55R16 FR740
8	F002777	LT245/75R17 Transforce HT2
2	F005389	265/65R18 Destination LE3
5	F006251	205/55R16 All Season
30	F011560	235/50R17 Weatergrip
4	F149184	226/60R16 Winterforce
		BRIDGESTONE OR APPROVED
4	B006070	205/55R16 Ecopia EP422+
4	B003193	P205/55R16 Ecopia
8	B227023	225/70R195. M729F
		GOODYEAR OR APPROVED EQUAL
15	109064366	235/50R17 Eagle Sport
4	110982545	225/50R17 Assurance Maxlife
4	116080652	245/70R17 Workhorse HT
12	117016637	215/65R16 Ultra Grip Perf
4	117061645	215/65R17 Ultr Grip Perf
4	117050637	225/60R16XI Ultra Grip
2	131517875	LT215/85R16 Workhorse HT
4	131748875	LT225/75R16 Workhorse HT
4	138127576	12R22.5 G751
4	138302668	12R22.5 G282
4	138783012	12R22.5 Endurnace MSD
2	138783674	12R22.5 Endurance RSA
4	138803738	11R22.5 Marathon RSD
4	151056203	245/70R17 Fortera HL
1	172008001	245/17R17.5 Work Series
8	176103991	LT245/75R16 Duratrak RT

40	176104991	LT245/75R17 Duratrac RT
1	176317991	LT285/70R17 Duratrac RT
4	254090464	11R24.5 G182
8	254086586	11R22.5 Endurance RST
4	138302669	12R22.5 G182
12	158805643	315/80R22.5 Endurance TSD
4	269017969	265/70R16 Wrangler Steadfast
9	407016374	215/65R16 Assurnce A/S
4	480042856	265/70R17 Workhorse AT
2	481103855	LT245/75R16 Workhorse AT
4	732010567	275/55R20 Eagle Enforcer
6	756160689	425/65R22.5 Workhorse
4	758065572	275/55R20 Wrangler AT
4	781021579	215/65R17 Winter Commander
4	780034350	225/50R16 Ulter Grip Ice
6	138179674	11R225 Endurance RSA
2	773017415	P225/75R16 Wrangler
5	767957537	P265/60R18 Assurenace Weatheready
4	767366537	225/65R17 Weatherready
4	756513897	385/65R22.5 Armor Max
2	756160897	425/65R22.5 Armor Max
1	756160365	425/65R22.5 G296 MSA
2	756141614	315/80R22.5 G289 Duraseal
12	756141613	315/80R22.5 G289 WHA
10	748661572	LT265/70R17 Wrangler AT
10	748661571	LT265/70R17 Wrangler AT
16	748635572	LT235/80R17 Wrangler AT
1	748517572	LT215/85R16 Wrangler AT
2	748469572	LT245/70R17 Wrangler AT
6	748104572	LT245/75R17 Wrangler AT
4	748103572	LT245/75R16 Wrangler AT
7	748014572	LT265/70R18 Wrangler AT
1	744395900	LT225/75R16 Wrangler HT
35	732354500	P225/60R16 Eagle RSA
2	732354148	P225/60R16 Eagle RSA
52	732026500	P245/55R8 Eagle RSA
62	732009563	P255/60R18 Eagle Enforcer
46	732005563	P255/60R18 Eagle Enforcer Winter
4	732005558	P255/60R18 Eagle Enforcer Winter
50	732004567	P245/55R18 Eagle Enforcer Winter
8	732002500	P235/55R17 Eagle RSA
20	724857519	ST225/75R15 Endurance Trailer
34	407781374	P205/55R16 Assurance All Season

6	407715374	P225/60R16 Assurance all Season
4	407477374	P195/65R15 Assurance All Season
4	179748622	LT225/75R16 Wrangler Fortitude HT
10	166579530	P235/55R17 Eagle
2	139005674	225/70R19.5 Endurance RSA
12	138307265	11R22.5 G622
6	138179674	11R22.5 Endurance RSA
4	110954545	P215/70R16 Assurance Maxlife
4	110943545	P215/65R17 Assurance Maxlife
4	407213374	215/55R17 Assurance All Season
4	407719374	215/65R17 Assurance All Season
4	407722374	235/65R17 Assurance All Seson
4	407740374	195/60R15 Assurance All Season
2	480078855	235/70R17XL Workhorse AT
10	481233855	LT218/85R16 Workhorse AT
2	481535855	LT265/70R17 Workhorse AT
4	732899500	P245/50R20 Eagle RSA
		TOTAL
		RETREADS
8	254087477	12R22.5 G282 Retread
8	254087184	12R22.5 G292 Retread
64	254086473	11R22.5 G622 Retread
4	254086175	11R22.5 G316 Retread
94	254086188	11R22.5 G572 Recap
4	254086410	11R22.5 G622 Recap
2	254096440	315/80R22.5 G289 WHA Recap
12	254337473	225/70R19. G622A Recap
5	254886410	255/70R22.5 G622 recap
		TOTAL

Repair and Labor and Road Service:

Pick up and Drop off Service:

How many days per week

What Day of the week

What is the Cost

Yard Service Rate

AGREEMENT CONTRACT

THIS AGREEMENT, MADE THIS **19th day of February , 2025** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the "City"), and **Integrity Mechanical, Inc.**, a Corporation with offices at **15 Commercial Ave., Highland, NY 12528** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY is desirous of having certain work undertaken as more specifically detailed in the annexed proposal documents, entitled "RFB-COP-10-24-04 On-Call HVAC & Plumbing Contractor Services," which is attached hereto and incorporated herein as Schedule A; and

WHEREAS, the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2025 at line item 01.08.1620.7440; and

WHEREAS, the CONTRACTOR has duly submitted a bid for the work of RFB-COP-10-24-04 to the Owner and the same has been found to be the best proposal meeting the needs of the City.

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

1. The Contractor shall furnish all labor, materials, equipment and incidentals as required for any authorized work request or Maintenance request by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor, or their designated representative.
2. This Contract will be used for assigning Work up to a project specific assignment amount of \$35,000. Change orders to the original amounts will be limited; Work with an original value of under \$35,000, assigned to an awarded contractor(s), will not be allowed to exceed the \$35,000 limit. For project Work valued at over \$35,000, separate RFBs will be issued for each such project. The City reserves the right to issue separate RFB's for any specific project Work as determined to be in the best interest of the City. The awarded contractor(s) may also be used for assigning urgent or emergency work under a declared emergency.

ARTICLE 2 COSTS

Pursuant to the Contractor's bid proposal the Owner agrees to pay the hourly wage rates as listed in the bid proposal attached herein as "**Schedule A**".

ARTICLE 3 CONTRACT TERM

The term of this contract shall be **February 28, 2025 to January 31, 2026**, with option to renew for two (2) additional twelve month periods under the same terms and conditions. Price escalation of no more than 2% shall be allowed upon renewal and mutual consent of both parties. The contractor will be notified prior to the expiration of the original contract. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

ARTICLE 4 BONDS

No bonds are required for this contract.

ARTICLE 5 DEFINITIONS

All terms shall be as defined in the Contract Documents, attached as **Schedule A**.

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, officers, directors and agents, if any, of the Contractor.

The terms "contract" and "agreement" may be used interchangeably and shall refer to this Agreement Contract.

ARTICLE 6 OWNER AND CONTRACTOR'S REPRESENTATIVES

- a. The Work to be performed under this Contract will be under the general direction of the Owner, who shall designate the following representatives: a representative hereinafter referred to as the **Commissioner of DPW, Chris Gent, 845-451-4176** and/or a representative hereinafter referred to as the **Building and Grounds Maintenance Supervisor, Tim Nevins, 845-451-4111**, who shall, under the direction of the Owner, have complete charge of the Work and shall exercise full supervision and direction of the work so far as it affects the interest of the Owner. The undertaking of the general direction of work by the Owner does not create any responsibility on behalf of the Owner to insure completion of work nor does it alleviate the full and complete responsibility of the Contractor for all work.
- b. The Contractor shall designate a representative satisfactory to the Owner who shall be present at the site of the work at all times, and who shall have authority to act for the Contractor in all matters pertaining to the work.

ARTICLE 7 PERFORMANCE OF WORK

- b. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- c.
- d. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- e. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor to the end of promoting safety and avoiding accidents.

ARTICLE 8 QUALIFICATIONS OF CONTRACTOR

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor or its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 PAYMENT AND RELEASE

The Contractor shall be entitled to partial payments hereunder in consideration for the services so rendered upon the submission of a statement in a form satisfactory to the City. Certified payroll must accompany all requests for payment. No Fuel Surcharges are allowed.

ARTICLE 10 ASSIGNMENT OR DELEGATION

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this contract, other than claims for the Owner's own negligence, to the extent permitted by applicable law.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident,

- including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
 6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

On receipt of such notice, the City shall have the option to cancel this Agreement without further expense or liability to the City, or to require the Contractor to replace the canceled insurance policy, or to rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the City. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

- a. All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner no less than ten (10) days prior to any such cancellation.
- b. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c. Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

All losses of City property shall be adjusted with and made payable directly to the City.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the City.

ARTICLE 13 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 14 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Owner's Representative(s) designated in Article 6 herein.

ARTICLE 15 TERMINATION

- a. *Without Cause:* The City may terminate this agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.
- b. *With Cause:* The City may terminate this agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 16 CONTRACTOR'S OBLIGATIONS POST TERMINATION

Upon termination of this agreement, Contractor shall: (1) cooperate with the City to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide the City with access to and a copy of all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge, and if so directed by the City; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

ARTICLE 17 NON-WAIVER

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 18 NONDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal

opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 19 LABOR LAW

This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid for this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers, and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the City shall be entitled to review and /or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the City either at the Contractor's place of business or at a location designated by the City. The Contractor and/or subcontractor(s), if any, shall submit to the City with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under penalties of perjury.

Each bidder must provide an affirmative statement that the bidder has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of the bid. In the event that you shall fail, in one or more instances to pay the prevailing wages and supplements in accordance with the New York State Labor Law, it shall be considered a material breach of the contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the City or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the City shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, *the Contractor* shall be liable to *the City* for any additional costs incurred in the completion of the project. The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the City or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the City to enforce said law on behalf of anyone nor create any rights on behalf of anyone against the City.

ARTICLE 20 WAGES AND HOURS OF WORK

No laborer, workman, chauffeur, or mechanic in the employ of the Contractor shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in case of extraordinary emergencies, including fire, flood, or danger to life or property, or in case of national emergency when proclaimed by the President of the United States of America. No person shall be so employed more than eight hours in any day or more than five days in any week except in such emergency.

In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of Section 220 of the Labor Law of the State of New York must be made pursuant to the provisions of the war emergency act and such dispensation granted pursuant thereto before any laborer, workman or mechanic may be employed beyond the hours specified in Section 220 of the Law of the State of New York.

The following forms a part of these Specifications in compliance with Article 8, Section 220, Division 3 of the Labor Law of the State of New York, which reads in part as follows:

“It shall be the duty of the fiscal officer, as defined in this section, to ascertain and determine the schedule of wages to be paid Workers, laborers and mechanics on each such public work prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to, and form a part of, the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the advertisement for bids on all public works proposed to be constructed. The term ‘contract,’ as used in this subdivision shall include reconstruction and repair of any such works.”

ARTICLE 21 WORKERS’ COMPENSATION

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker’s Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void.

ARTICLE 22 NOTICES

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 NOTICE OF INTENT TO SUE

- A. The Contractor agrees that at least ninety (90) days prior to commencing suit against the City for any matter arising directly or indirectly out of this Agreement, Contractor shall provide the City a sworn document listing the time, place and manner of any breach of this agreement, together with an itemized list of damages to which the Contractor believes itself entitled.
- B. The City shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the City’s choice, as to any matter arising under this Agreement within the 90-day period described above.
- C. Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation.
- D. Any action against the City must be commenced within one year of the event which gives rise to liability.

ARTICLE 24 LIABILITY OF THE OWNER

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment

provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 25 NON-APPROPRIATION

The City shall be obligated to pay for the services received only to the extent that funds have been appropriated and encumbered for such purpose. This agreement is not a general obligation of the City. Neither the full faith and credit nor the taxing power of the City are pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this contract nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement.

ARTICLE 26 TERMINATION FOR REFUSAL TO TESTIFY

The bidder or Contractor, as the case may be, agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Bidder warrants that he (they) is (are) not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 27 SET-OFF RIGHTS

The City shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the City's option to withhold for the purpose of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to the City with regard to this Agreement, any other agreement with the City or any of its departments or agencies. This right to set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the City for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

ARTICLE 28 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, employment records, purchase records, insurance records, schedule of hours worked, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of the within contract.

ARTICLE 29 AUDIT

The Contractor shall maintain an accounting system that enables the City to readily identify assets, liabilities, revenues, expenses and disposition of City funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the City Commissioner of Finance. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City.

The audits may include examination and review of the source and application of all funds from the City, county, state, or federal governments. Contractor shall not be entitled to any interim or final payment under this agreement, *and any overpayment may be recouped*, if any audit requirements and/or requests have not been satisfactorily met *or if any expenditures or fees by the Contractor are determined to be irregular by the auditor*. This paragraph shall survive the termination of the Agreement.

ARTICLE 30 SEVERANCE PAY

The City shall not be charged for severance pay incentives. The City is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The City of Poughkeepsie is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that City funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the City for the full amount with interest upon receipt of a written demand from the City. In addition, the City may declare this agreement null and void.

ARTICLE 31 CHOICE OF LAW/VENUE

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 32 NO ARBITRATION

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 31 hereof.

ARTICLE 33 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 34 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 35 CONFIDENTIALITY

The Contractor shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the City under the terms of this Agreement.

ARTICLE 36 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 37 BINDING

This Agreement shall be valid and binding once it has been approved by the City of Poughkeepsie Corporation Counsel's Office, executed by the Mayor and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

ARTICLE 38 ENFORCEMENT EXPENSES

Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the City incurs in enforcing any of the terms of this Agreement.

ARTICLE 39 ENTIRE AGREEMENT

The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

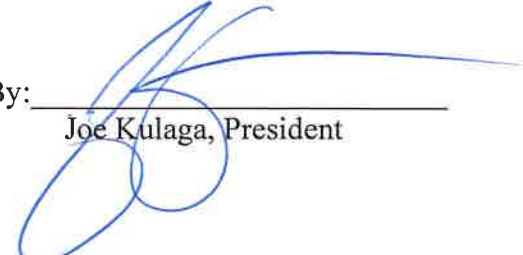
THE CITY OF POUGHKEEPSIE

By:


Yvonne Flowers, Mayor

INTEGRITY MECHANICAL, INC

By:


Joe Kulaga, President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 1st day of March, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared **Yvonne Flowers, the Mayor of the City of Poughkeepsie**, 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 on behalf of which the individual(s) acted, executed the instrument.

Stacey N Bottoms
Notary Public

STACEY N BOTTOMS
Notary Public - State of New York
NO. 01BO6443471
Qualified in Dutchess County
My Commission Expires Nov 7, 2026

STATE OF NEW YORK)

) ss:

COUNTY OF Ulster)
~~DUTCHESS~~

On the 28 day of February, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared be Kulaga, 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 on behalf of which the individual(s) acted, executed the instrument.

Donna M Chiappa
Notary Public

DONNA M. CHIAPPA
Notary Public, State of New York
Reg. #01016197906
Qualified in Ulster County
Commission Expires 12/8/2028

Reviewed by Corporation Counsel:

APZ

Date: 2/11/25

SCHEDULE A

CITY OF POUGHKEEPSIE

Purchasing Department

Bid Proposal Form

RFB-COP-10-24-04

On-Call HVAC Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING
1	Regular Time (RT) Hours are:	Year 2024-2025
	Start Time: 7:00 am End Time: 4:30 PM	RT
	Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Supervisor: \$ 165.00
		Trades Person: \$ 145.00
		Apprentice: \$ 105.00
		Laborer: \$ 135.00
		Other: \$ Truck Charge \$65.00
2	Premium Time (PT) Hours are:	Year 2024-2025
	Start Time: 430 PM End Time:	PT
	Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Supervisor: \$ 247.50
		Trades person: \$ 217.50
		Apprentice: \$ 157.50
		Laborer: \$ 202.50
		Other: \$ Truck Charge \$65.00
3	HOLIDAY TIME	Year 2024-2025
		Supervisor: \$ 330.00
		Trades person: \$ 290.00
		Apprentice: \$ 210.00
		Laborer: \$ 270.00
		Other: \$ Truck Charge \$65.00
4	Mark Up Percentage To Be Charged on Materials:	% 30

Vendor Name: Integrity Mechanical Inc.

Phone: 845-883-6004

Contact Person: Joe Kulaga

Cell number: 845-867-7769

Business Address: 15 Commercial Ave. Highland, NY 12528

Email address: Info@IntegrityMechanicalNY.com

CITY OF POUGHKEEPSIE

Purchasing Department

RFB-COP-10-24-04

Bid Proposal Form

On-Call Plumbing Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING
1	Regular Time (RT) Hours are:	Year
		2024-2025
	Start Time: _____	RT
	End Time: _____	
	Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Supervisor: \$ 165.00
		Trades Person: \$ 145.00
		Apprentice: \$ 105.00
		Laborer: \$ 135.00
		Other: \$
2	Premium Time (PT) Hours are:	Year
		2024-2025
	Start Time: _____	PT
	End Time: _____	
	Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Supervisor: \$ 247.50
		Trades person: \$ 217.50
		Apprentice: \$ 157.50
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3	HOLIDAY TIME	Year
		2024-2025
		Supervisor: \$ 330.00
		Trades person: \$ 290.00
		Apprentice: \$ 210.00
		Laborer: \$ 270.00
		Other: \$
4	Mark Up Percentage To Be Charged on Materials:	% 30

Vendor Name: Integrity Mechanical Inc.Phone: 845-883-6004Contact Person: Joe KulagaCell number: 845-867-7769Business Address: 15 Commercial Ave. Highland, NY 12528Email address: Info@IntegrityMechanicalNY.com

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**



**RFB-COP-05-24-03
On-Call HVAC Plumbing Services**

ADDENDUM NO. 1

Total Pages 3

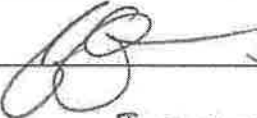
November 12, 2024

Missing Forms:

Forms CS-1 and CS-2 were unintentionally omitted in the bid package. Please submit these forms with your bid proposal.

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum# 1

Signed:  JOE KURAGA, PRESIDENT

Company Name: INTEGRITY MECHANICAL, INC.

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

Bid submitted by: INTEGRITY MECHANICAL, INC.
15 COMMERCIAL AVE,
HIGHLAND, NEW YORK 12528

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

ADDRESS ABOVE

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

Non-Collusion Affidavit

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed _____

By _____

JOSEPH E. KULAGA

(President)

Dated 11/26/2024

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

NEW YORK STATE

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, Joseph E. Kulaga, being duly sworn, deposes and says that he/she is the
President of the Integrity Mechanical Inc.
Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited
Entities List.


SIGNED

SWORN to before me this

25 day of November 2024

Notary Public: Shawn Jackson

SHAWN JACKSON
Notary Public, State of New York
No. 01JA0026487
Qualified in Ulster County
Commission Expires July 3, 2028

City of Poughkeepsie
ON-CALL HVAC & PLUMBING CONTRACTOR SERVICES
RFB-COP-10-24-04

REFERENCES (PLEASE FILL OUT)

Project: Poughkeepsie City Schools

Type of Work: Plumbing & HVAC Maintenance

Location: All schools within district

Project Value: Time and Materials

Contact Person: Marcos Rodriguez

Phone Number: 845-451-4996

Project: Culinary Institute of America

Type of Work: Various Boiler Room Projects/ Plumbing Repairs

Location: 1492 Campus Drive Hyde Park NY

Project Value: Small Repairs & Projects Up to \$200,000.

Contact Person: David Behnke

Phone Number: 845-905-4849

Project: Ellenville Central Schools

Type of Work: Plumbing & HVAC Projects

Location: All schools within district

Project Value: Cafeteria Project \$199,980.00 HVAC Project \$280,550.00

Contact Person: Scott Butler - The Palombo Group

Phone Number: 845-868-1239

AGREEMENT CONTRACT

THIS AGREEMENT, MADE THIS **19th day of February, 2025** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the "CITY"), and **Dutchess Tekcon Ind., Inc.**, a Corporation with offices at **42 Noxon Road, Poughkeepsie, NY 12603** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY is desirous of having certain work undertaken as more specifically detailed in the annexed proposal documents, entitled "RFB-COP-10-24-04 On-Call HVAC & Plumbing Contractor Services," which is attached hereto and incorporated herein as Schedule A; and

WHEREAS, the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2025 at line item 01.08.1620.7440; and

WHEREAS, the CONTRACTOR has duly submitted a bid for the work of RFB-COP-10-24-04 to the Owner and the same has been found to be the best proposal meeting the needs of the City.

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

1. The Contractor shall furnish all labor, materials, equipment and incidentals as required for any authorized work request or Maintenance request by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor, or their designated representative.
2. This Contract will be used for assigning Work up to a project specific assignment amount of \$35,000. Change orders to the original amounts will be limited; Work with an original value of under \$35,000, assigned to an awarded contractor(s), will not be allowed to exceed the \$35,000 limit. For project Work valued at over \$35,000, separate RFBs will be issued for each such project. The City reserves the right to issue separate RFB's for any specific project Work as determined to be in the best interest of the City. The awarded contractor(s) may also be used for assigning urgent or emergency work under a declared emergency.

ARTICLE 2 COSTS

Pursuant to the Contractor's bid proposal the Owner agrees to pay the hourly wage rates as listed in the bid proposal attached herein as "**Schedule A**".

ARTICLE 3 CONTRACT TERM

The term of this contract shall be February **28, 2025 to January 31, 2026**, with option to renew for two (2) additional twelve month periods under the same terms and conditions. Price escalation of no more than 2% shall be allowed upon renewal and mutual consent of both parties. The contractor will be notified prior to the expiration of the original contract. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

ARTICLE 4 BONDS

No bonds are required for this contract.

ARTICLE 5 DEFINITIONS

All terms shall be as defined in the Contract Documents, attached as **Schedule A**.

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, officers, directors and agents, if any, of the Contractor.

The terms "contract" and "agreement" may be used interchangeably and shall refer to this Agreement Contract.

ARTICLE 6 OWNER AND CONTRACTOR'S REPRESENTATIVES

- a. The Work to be performed under this Contract will be under the general direction of the Owner, who shall designate the following representatives: a representative hereinafter referred to as the **Commissioner of DPW, Chris Gent, 845-451-4176** and/or a representative hereinafter referred to as the **Building and Grounds Maintenance Supervisor, Tim Nevins, 845-451-4111**, who shall, under the direction of the Owner, have complete charge of the Work and shall exercise full supervision and direction of the work so far as it affects the interest of the Owner. The undertaking of the general direction of work by the Owner does not create any responsibility on behalf of the Owner to insure completion of work nor does it alleviate the full and complete responsibility of the Contractor for all work.
- b. The Contractor shall designate a representative satisfactory to the Owner who shall be present at the site of the work at all times, and who shall have authority to act for the Contractor in all matters pertaining to the work.

ARTICLE 7 PERFORMANCE OF WORK

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor to the end of promoting safety and avoiding accidents.

ARTICLE 8 QUALIFICATIONS OF CONTRACTOR

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor or its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 PAYMENT AND RELEASE

The Contractor shall be entitled to partial payments hereunder in consideration for the services so rendered upon the submission of a statement in a form satisfactory to the City. Certified payroll must accompany all requests for payment. No Fuel Surcharges are allowed.

ARTICLE 10 ASSIGNMENT OR DELEGATION

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this contract, other than claims for the Owner's own negligence, to the extent permitted by applicable law.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident,

- including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
 6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

On receipt of such notice, the City shall have the option to cancel this Agreement without further expense or liability to the City, or to require the Contractor to replace the canceled insurance policy, or to rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the City. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

- a. All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner no less than ten (10) days prior to any such cancellation.
- b. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c. Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

All losses of City property shall be adjusted with and made payable directly to the City.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the City.

ARTICLE 13 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 14 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Owner's Representative(s) designated in Article 6 herein.

ARTICLE 15 TERMINATION

- a. *Without Cause:* The City may terminate this agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.
- b. *With Cause:* The City may terminate this agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 16 CONTRACTOR'S OBLIGATIONS POST TERMINATION

Upon termination of this agreement, Contractor shall: (1) cooperate with the City to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide the City with access to and a copy of all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge, and if so directed by the City; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

ARTICLE 17 NON-WAIVER

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 18 NONDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal

opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 19 LABOR LAW

This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid for this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers, and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the City shall be entitled to review and /or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the City either at the Contractor's place of business or at a location designated by the City. The Contractor and/or subcontractor(s), if any, shall submit to the City with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under penalties of perjury.

Each bidder must provide an affirmative statement that the bidder has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of the bid. In the event that you shall fail, in one or more instances to pay the prevailing wages and supplements in accordance with the New York State Labor Law, it shall be considered a material breach of the contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the City or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the City shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, *the Contractor* shall be liable to *the City* for any additional costs incurred in the completion of the project. The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the City or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the City to enforce said law on behalf of anyone nor create any rights on behalf of anyone against the City.

ARTICLE 20 WAGES AND HOURS OF WORK

No laborer, workman, chauffeur, or mechanic in the employ of the Contractor shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in case of extraordinary emergencies, including fire, flood, or danger to life or property, or in case of national emergency when proclaimed by the President of the United States of America. No person shall be so employed more than eight hours in any day or more than five days in any week except in such emergency.

In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of Section 220 of the Labor Law of the State of New York must be made pursuant to the provisions of the war emergency act and such dispensation granted pursuant thereto before any laborer, workman or mechanic may be employed beyond the hours specified in Section 220 of the Law of the State of New York.

The following forms a part of these Specifications in compliance with Article 8, Section 220, Division 3 of the Labor Law of the State of New York, which reads in part as follows:

“It shall be the duty of the fiscal officer, as defined in this section, to ascertain and determine the schedule of wages to be paid Workers, laborers and mechanics on each such public work prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to, and form a part of, the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the advertisement for bids on all public works proposed to be constructed. The term ‘contract,’ as used in this subdivision shall include reconstruction and repair of any such works.”

ARTICLE 21 WORKERS’ COMPENSATION

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker’s Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void.

ARTICLE 22 NOTICES

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 NOTICE OF INTENT TO SUE

- A. The Contractor agrees that at least ninety (90) days prior to commencing suit against the City for any matter arising directly or indirectly out of this Agreement, Contractor shall provide the City a sworn document listing the time, place and manner of any breach of this agreement, together with an itemized list of damages to which the Contractor believes itself entitled.
- B. The City shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the City’s choice, as to any matter arising under this Agreement within the 90-day period described above.
- C. Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation.
- D. Any action against the City must be commenced within one year of the event which gives rise to liability.

ARTICLE 24 LIABILITY OF THE OWNER

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment

provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 25 NON-APPROPRIATION

The City shall be obligated to pay for the services received only to the extent that funds have been appropriated and encumbered for such purpose. This agreement is not a general obligation of the City. Neither the full faith and credit nor the taxing power of the City are pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this contract nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement.

ARTICLE 26 TERMINATION FOR REFUSAL TO TESTIFY

The bidder or Contractor, as the case may be, agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Bidder warrants that he (they) is (are) not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 27 SET-OFF RIGHTS

The City shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the City's option to withhold for the purpose of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to the City with regard to this Agreement, any other agreement with the City or any of its departments or agencies. This right to set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the City for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

ARTICLE 28 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, employment records, purchase records, insurance records, schedule of hours worked, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of the within contract.

ARTICLE 29 AUDIT

The Contractor shall maintain an accounting system that enables the City to readily identify assets, liabilities, revenues, expenses and disposition of City funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the City Commissioner of Finance. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City.

The audits may include examination and review of the source and application of all funds from the City, county, state, or federal governments. Contractor shall not be entitled to any interim or final payment under this agreement, ***and any overpayment may be recouped***, if any audit requirements and/or requests have not been satisfactorily met ***or if any expenditures or fees by the Contractor are determined to be irregular by the auditor***. This paragraph shall survive the termination of the Agreement.

ARTICLE 30 SEVERANCE PAY

The City shall not be charged for severance pay incentives. The City is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The City of Poughkeepsie is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that City funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the City for the full amount with interest upon receipt of a written demand from the City. In addition, the City may declare this agreement null and void.

ARTICLE 31 CHOICE OF LAW/VENUE

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 32 NO ARBITRATION

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 31 hereof.

ARTICLE 33 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 34 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 35 CONFIDENTIALITY

The Contractor shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the City under the terms of this Agreement.

ARTICLE 36 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 37 BINDING

This Agreement shall be valid and binding once it has been approved by the City of Poughkeepsie Corporation Counsel's Office, executed by the Mayor and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

ARTICLE 38 ENFORCEMENT EXPENSES

Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the City incurs in enforcing any of the terms of this Agreement.

ARTICLE 39 ENTIRE AGREEMENT

The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

DUTCHESS TEKCON, IND., INC.

By: 
Yvonne Flowers, Mayor

By: 
Mary Beth Nocket, President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared **Yvonne Flowers, the Mayor of the City of Poughkeepsie**, 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public

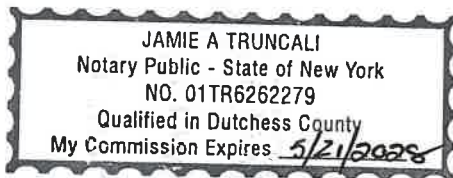
A handwritten signature in black ink, appearing to read "S Bottoms", written over a horizontal line.

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 28th day of February, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Mary Beth Nocket, 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public

A handwritten signature in black ink, appearing to read "J Truncali", written over a horizontal line.

Reviewed by Corporation Counsel:

A large, stylized handwritten signature in blue ink, appearing to read "APC", written over a horizontal line.

Date:

2/11/25

SCHEDULE A

* copy *

CITY OF POUGHKEEPSIE
Purchasing Department
BID PROPOSAL FORM

Bid submitted by: DUTCHESS TEKCON IND., INC.

42 NOXON ROAD

POUGHKEEPSIE, NY 12603

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:
or her

Mary Beth Nocket

Mary Beth Nocket, President

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

Non-Collusion Affidavit

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed Mary Beth Nocket

By Mary Beth Nocket

(President)

Dated 11/26/2024

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Corporation organized under the laws of New York State."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, Mary Beth Nocket, being duly sworn, deposes and says that he/she is the
President of the Dutchess Tekcon Ind., Inc.
Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited
Entities List.

Mary Beth Nocket
SIGNED

SWORN to before me this

26th day of November 2024

Notary Public: Julie Stellini

JULIE STELLINI
Notary Public, State of New York
No. 01ST6097654
Qualified in Dutchess County
Commission Expires 08/25/2027

City of Poughkeepsie
ON-CALL HVAC & PLUMBING CONTRACTOR SERVICES
RFB-COP-10-24-04

REFERENCES (PLEASE FILL OUT)

Project: COUNTY OF DUTCHESS ON-CALL HVAC CONTRACTOR

Type of Work: RENOVATION, PLANNED MAINTENANCE, REPAIRS AND HVAC SERVICE

Location: VARIOUS SITES THROUGHOUT DUTCHESS COUNTY

Project Value: VARIED SINCE 2021 UNTIL PRESENT

Contact Person: BRENDAN MCALLISTER

Phone Number: 845-486-2121

Project: CHILDREN'S HOME

Type of Work: PLANNED MAINTENANCE, REPAIRS AND HVAC SERVICE

Location: VARIOUS SITES THROUGHOUT THE AREA

Project Value: VARIED - SINCE 2016

Contact Person: CHIP CHIACCHIA

Phone Number: 845-452-1420 XT. 121

Project: MOUNT SAINT MARY COLLEGE

Type of Work: PLANNED MAINTENANCE, REPAIRS AND HVAC SERVICE

Location: NEWBURGH CAMPUS

Project Value: VARIED - SINCE 2016

Contact Person: DOUG SMITH

Phone Number: 845-569-3645

CITY OF POUGHKEEPSIE

Purchasing Department

RFB-COP-10-24-04

Bid Proposal Form

On-Call HVAC Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING																
1	Regular Time (RT) Hours are: Start Time: <u>8:00 AM</u> End Time: <u>4:30 PM</u> Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	<table border="1"> <thead> <tr> <th colspan="2">Year</th> </tr> <tr> <th colspan="2">2024-2025</th> </tr> <tr> <th colspan="2">RT</th> </tr> </thead> <tbody> <tr> <td>Supervisor:</td> <td>\$ 120.00</td> </tr> <tr> <td>Trades Person:</td> <td>\$ 115.00</td> </tr> <tr> <td>Apprentice:</td> <td>\$ 85.00</td> </tr> <tr> <td>Laborer:</td> <td>\$ N/A</td> </tr> <tr> <td>Other:</td> <td>\$ N/A</td> </tr> </tbody> </table>	Year		2024-2025		RT		Supervisor:	\$ 120.00	Trades Person:	\$ 115.00	Apprentice:	\$ 85.00	Laborer:	\$ N/A	Other:	\$ N/A
Year																		
2024-2025																		
RT																		
Supervisor:	\$ 120.00																	
Trades Person:	\$ 115.00																	
Apprentice:	\$ 85.00																	
Laborer:	\$ N/A																	
Other:	\$ N/A																	
2	Premium Time (PT) Hours are: Start Time: <u>4:30 PM</u> M-F End Time: <u>8:00 AM</u> *ALL WEEKENDS Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	<table border="1"> <thead> <tr> <th colspan="2">Year</th> </tr> <tr> <th colspan="2">2024-2025</th> </tr> <tr> <th colspan="2">PT</th> </tr> </thead> <tbody> <tr> <td>Supervisor:</td> <td>\$ 180.00</td> </tr> <tr> <td>Trades person:</td> <td>\$ 172.50</td> </tr> <tr> <td>Apprentice:</td> <td>\$ 127.50</td> </tr> <tr> <td>Laborer:</td> <td>\$ N/A</td> </tr> <tr> <td>Other:</td> <td>\$ N/A</td> </tr> </tbody> </table>	Year		2024-2025		PT		Supervisor:	\$ 180.00	Trades person:	\$ 172.50	Apprentice:	\$ 127.50	Laborer:	\$ N/A	Other:	\$ N/A
Year																		
2024-2025																		
PT																		
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Trades person:	\$ 172.50																	
Apprentice:	\$ 127.50																	
Laborer:	\$ N/A																	
Other:	\$ N/A																	
3	HOLIDAY TIME	<table border="1"> <thead> <tr> <th colspan="2">Year</th> </tr> <tr> <th colspan="2">2024-2025</th> </tr> </thead> <tbody> <tr> <td>Supervisor:</td> <td>\$ 260.00</td> </tr> <tr> <td>Trades person:</td> <td>\$ 230.00</td> </tr> <tr> <td>Apprentice:</td> <td>\$ 170.00</td> </tr> <tr> <td>Laborer:</td> <td>\$ N/A</td> </tr> <tr> <td>Other:</td> <td>\$ N/A</td> </tr> </tbody> </table>	Year		2024-2025		Supervisor:	\$ 260.00	Trades person:	\$ 230.00	Apprentice:	\$ 170.00	Laborer:	\$ N/A	Other:	\$ N/A		
Year																		
2024-2025																		
Supervisor:	\$ 260.00																	
Trades person:	\$ 230.00																	
Apprentice:	\$ 170.00																	
Laborer:	\$ N/A																	
Other:	\$ N/A																	
4	Mark Up Percentage To Be Charged on Materials:	% 20																

Vendor Name: Dutchess Tekcon Ind., Inc.Phone: 845-452-4594Contact Person: Mary Beth NocketCell number: 845-464-0234Business Address: 42 Noxon Road Poughkeepsie 12603Email address: nocket7@outlook.com

CITY OF POUGHKEEPSIE

NOT BIDDING PLUMBING SERVICES

Purchasing Department

RFB-COP-10-24-04

Bid Proposal Form

On-Call Plumbing Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING	
1	Regular Time (RT) Hours are:	Year 2024-2025	
	Start Time: _____	RT	
	End Time: _____		
	Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Supervisor:	\$ XX
		Trades Person:	\$ XX
		Apprentice:	\$ XX
		Laborer:	\$ XX
Other:		\$	
2	Premium Time (PT) Hours are:	Year 2024-2025	
	Start Time: _____	PT	
	End Time: _____		
	Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Supervisor:	\$ XX
		Trades person:	\$ XX
		Apprentice:	\$ XX
		Laborer:	\$ XX
Other:		\$	
3	HOLIDAY TIME	Year 2024-2025	
		Supervisor:	\$
		Trades person:	\$
		Apprentice:	\$
		Laborer:	\$
		Other:	\$
4	Mark Up Percentage To Be Charged on Materials:	%	

Vendor Name: Dutchess Tekcon Ind., Inc. Phone: 845-452-4594Contact Person: Mary Beth Nocket Cell number: 845-464-0234Business Address: 42 Noxon Road Poughkeepsie 12603Email address: nocket7@outlook.com

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**



**RFB-COP-05-24-03
On-Call HVAC Plumbing Services**

ADDENDUM NO. 1

Total Pages 3

November 12, 2024

Missing Forms:

Forms CS-1 and CS-2 were unintentionally omitted in the bid package. Please submit these forms with your bid proposal.

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum# 1

Signed: Mary Beth Rockett

Company Name: Dutchess Tekcon Ind., Inc.

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**

RFB-COP-10-24-04

ON-CALL HVAC & PLUMBING CONTRACTOR SERVICES

Bid Addendum Acknowledgement Sheet

All addenda, the receipts of which are hereby acknowledged by inserting the dates of each addendum next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid.

Receipt of Addendum:

Addendum No. 1	11/12/2024
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	

Received:
Dutchess Tekcon Ind., Inc.

AGREEMENT CONTRACT

THIS AGREEMENT, MADE THIS **19th day of February, 2025** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the "City"), and Southeast Mechanical Corporation, a Corporation with offices at **568 North Main Street, Brewster, NY 10509** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY is desirous of having certain work undertaken as more specifically detailed in the annexed proposal documents, entitled "RFB-COP-10-24-04 On-Call HVAC & Plumbing Contractor Services," which is attached hereto and incorporated herein as Schedule A; and

WHEREAS, the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2025 at line item 01.08.1620.7440; and

WHEREAS, the CONTRACTOR has duly submitted a bid for the work of RFB-COP-10-24-04 to the Owner and the same has been found to be the best proposal meeting the needs of the City.

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

1. The Contractor shall furnish all labor, materials, equipment and incidentals as required for any authorized work request or Maintenance request by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor, or their designated representative.

2. This Contract will be used for assigning Work up to a project specific assignment amount of \$35,000. Change orders to the original amounts will be limited; Work with an original value of under \$35,000, assigned to an awarded contractor(s), will not be allowed to exceed the \$35,000 limit. For project Work valued at over \$35,000, separate RFBs will be issued for each such project. The City reserves the right to issue separate RFB's for any specific project Work as determined to be in the best interest of the City. The awarded contractor(s) may also be used for assigning urgent or emergency work under a declared emergency

ARTICLE 2 COSTS

Pursuant to the Contractor's bid proposal the Owner agrees to pay the hourly wage rates as listed in the bid proposal attached herein as "**Schedule A**".

ARTICLE 3 CONTRACT TERM

The term of this contract shall be **February 28, 2025 to January 31, 2026**, with option to renew for two (2) additional twelve month periods under the same terms and conditions. Price escalation of no more than 2% shall be allowed upon renewal and mutual consent of both parties. The contractor will be notified prior to the expiration of the original contract. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

ARTICLE 4 BONDS

No bonds are required for this contract.

ARTICLE 5 DEFINITIONS

All terms shall be as defined in the Contract Documents, attached as **Schedule A**.

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, officers, directors and agents, if any, of the Contractor.

The terms "contract" and "agreement" may be used interchangeably and shall refer to this Agreement Contract.

ARTICLE 6 OWNER AND CONTRACTOR'S REPRESENTATIVES

- a. The Work to be performed under this Contract will be under the general direction of the Owner, who shall designate the following representatives: a representative hereinafter referred to as the **Commissioner of DPW, Chris Gent, 845-451-4176** and/or a representative hereinafter referred to as the **Building and Grounds Maintenance Supervisor, Tim Nevins, 845-451-4111**, who shall, under the direction of the Owner, have complete charge of the Work and shall exercise full supervision and direction of the work so far as it affects the interest of the Owner. The undertaking of the general direction of work by the Owner does not create any responsibility on behalf of the Owner to insure completion of work nor does it alleviate the full and complete responsibility of the Contractor for all work.
- b. The Contractor shall designate a representative satisfactory to the Owner who shall be present at the site of the work at all times, and who shall have authority to act for the Contractor in all matters pertaining to the work.

ARTICLE 7 PERFORMANCE OF WORK

- b. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- c.
- d. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- e. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor to the end of promoting safety and avoiding accidents.

ARTICLE 8 QUALIFICATIONS OF CONTRACTOR

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor or its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 PAYMENT AND RELEASE

The Contractor shall be entitled to partial payments hereunder in consideration for the services so rendered upon the submission of a statement in a form satisfactory to the City. Certified payroll must accompany all requests for payment. No Fuel Surcharges are allowed.

ARTICLE 10 ASSIGNMENT OR DELEGATION

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this contract, other than claims for the Owner's own negligence, to the extent permitted by applicable law.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident,

- including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
 6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

On receipt of such notice, the City shall have the option to cancel this Agreement without further expense or liability to the City, or to require the Contractor to replace the canceled insurance policy, or to rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the City. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

- a. All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner no less than ten (10) days prior to any such cancellation.
- b. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c. Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

All losses of City property shall be adjusted with and made payable directly to the City.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the City.

ARTICLE 13 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 14 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Owner's Representative(s) designated in Article 6 herein.

ARTICLE 15 TERMINATION

- a. *Without Cause*: The City may terminate this agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.
- b. *With Cause*: The City may terminate this agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 16 CONTRACTOR'S OBLIGATIONS POST TERMINATION

Upon termination of this agreement, Contractor shall: (1) cooperate with the City to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide the City with access to and a copy of all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge, and if so directed by the City; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

ARTICLE 17 NON-WAIVER

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 18 NONDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal

opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 19 LABOR LAW

This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid for this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers, and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the City shall be entitled to review and /or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the City either at the Contractor's place of business or at a location designated by the City. The Contractor and/or subcontractor(s), if any, shall submit to the City with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under penalties of perjury.

Each bidder must provide an affirmative statement that the bidder has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of the bid. In the event that you shall fail, in one or more instances to pay the prevailing wages and supplements in accordance with the New York State Labor Law, it shall be considered a material breach of the contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the City or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the City shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, *the Contractor* shall be liable to *the City* for any additional costs incurred in the completion of the project. The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the City or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the City to enforce said law on behalf of anyone nor create any rights on behalf of anyone against the City.

ARTICLE 20 WAGES AND HOURS OF WORK

No laborer, workman, chauffeur, or mechanic in the employ of the Contractor shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in case of extraordinary emergencies, including fire, flood, or danger to life or property, or in case of national emergency when proclaimed by the President of the United States of America. No person shall be so employed more than eight hours in any day or more than five days in any week except in such emergency.

In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of Section 220 of the Labor Law of the State of New York must be made pursuant to the provisions of the war emergency act and such dispensation granted pursuant thereto before any laborer, workman or mechanic may be employed beyond the hours specified in Section 220 of the Law of the State of New York.

The following forms a part of these Specifications in compliance with Article 8, Section 220, Division 3 of the Labor Law of the State of New York, which reads in part as follows:

“It shall be the duty of the fiscal officer, as defined in this section, to ascertain and determine the schedule of wages to be paid Workers, laborers and mechanics on each such public work prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to, and form a part of, the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the advertisement for bids on all public works proposed to be constructed. The term ‘contract,’ as used in this subdivision shall include reconstruction and repair of any such works.”

ARTICLE 21 WORKERS’ COMPENSATION

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker’s Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void.

ARTICLE 22 NOTICES

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 NOTICE OF INTENT TO SUE

- A. The Contractor agrees that at least ninety (90) days prior to commencing suit against the City for any matter arising directly or indirectly out of this Agreement, Contractor shall provide the City a sworn document listing the time, place and manner of any breach of this agreement, together with an itemized list of damages to which the Contractor believes itself entitled.
- B. The City shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the City’s choice, as to any matter arising under this Agreement within the 90-day period described above.
- C. Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation.
- D. Any action against the City must be commenced within one year of the event which gives rise to liability.

ARTICLE 24 LIABILITY OF THE OWNER

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment

provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 25 NON-APPROPRIATION

The City shall be obligated to pay for the services received only to the extent that funds have been appropriated and encumbered for such purpose. This agreement is not a general obligation of the City. Neither the full faith and credit nor the taxing power of the City are pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this contract nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement.

ARTICLE 26 TERMINATION FOR REFUSAL TO TESTIFY

The bidder or Contractor, as the case may be, agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Bidder warrants that he (they) is (are) not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 27 SET-OFF RIGHTS

The City shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the City's option to withhold for the purpose of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to the City with regard to this Agreement, any other agreement with the City or any of its departments or agencies. This right to set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the City for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

ARTICLE 28 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, employment records, purchase records, insurance records, schedule of hours worked, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of the within contract.

ARTICLE 29 AUDIT

The Contractor shall maintain an accounting system that enables the City to readily identify assets, liabilities, revenues, expenses and disposition of City funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the City Commissioner of Finance. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City.

The audits may include examination and review of the source and application of all funds from the City, county, state, or federal governments. Contractor shall not be entitled to any interim or final payment under this agreement, *and any overpayment may be recouped*, if any audit requirements and/or requests have not been satisfactorily met *or if any expenditures or fees by the Contractor are determined to be irregular by the auditor*. This paragraph shall survive the termination of the Agreement.

ARTICLE 30 SEVERANCE PAY

The City shall not be charged for severance pay incentives. The City is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The City of Poughkeepsie is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that City funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the City for the full amount with interest upon receipt of a written demand from the City. In addition, the City may declare this agreement null and void.

ARTICLE 31 CHOICE OF LAW/VENUE

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 32 NO ARBITRATION

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 31 hereof.

ARTICLE 33 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 34 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 35 CONFIDENTIALITY

The Contractor shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the City under the terms of this Agreement.

ARTICLE 36 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 37 BINDING

This Agreement shall be valid and binding once it has been approved by the City of Poughkeepsie Corporation Counsel's Office, executed by the Mayor and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

ARTICLE 38 ENFORCEMENT EXPENSES

Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the City incurs in enforcing any of the terms of this Agreement.

ARTICLE 39 ENTIRE AGREEMENT

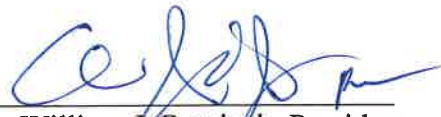
The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 
Yvonne Flowers, Mayor

SOUTHEAST MECHANICAL, CORP

By: 
William J. Ratajack, President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared **Yvonne Flowers, the Mayor of the City of Poughkeepsie**, 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public

Stacey N Bottoms

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 28th day of February, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared William J Ratgode, 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 on behalf of which the individual(s) acted, executed the instrument.

Marianna Tompkins

Notary Public

MARIANNA TOMPKINS

NOTARY PUBLIC-STATE OF NEW YORK

No. 01TO6215364

Qualified in Dutchess County

My Commission Expires 12/28/25

Reviewed by Corporation Counsel:

JPZ

Date: 2/11/25

SCHEDULE A

CITY OF POUGHKEEPSIE

Purchasing Department

Bid Proposal Form

RFB-COP-10-24-04

On-Call HVAC Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING
1	Regular Time (RT) Hours are:	Year
		2024-2025
	Start Time: <u>7:00 am</u>	RT
	End Time: <u>3:30 pm</u>	
	Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Supervisor: \$ 195.00
		Trades Person: \$ 163.00
		Apprentice: \$ 131.00
2	Premium Time (PT) Hours are:	Year
		2024-2025
	Start Time: <u>3:30 pm</u>	PT
	End Time: <u>7:00 am</u>	
	Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Supervisor: \$ 293.00
		Trades person: \$ 245.00
		Apprentice: \$ 197.00
3	HOLIDAY TIME	Laborer: \$ 122.00
		Other: \$ 108.00
		Supervisor: \$ 391.00
		Trades person: \$ 326.00
		Apprentice: \$ 264.00
4	Mark Up Percentage To Be Charged on Materials:	Laborer: \$ 163.00
		Other: \$ 145.00
		% 20%

Vendor Name: Southeast Mechanical Corporation Phone: (845) 279-3793Contact Person: Marianna Tompkins Cell number: (914) 456-6422Business Address: 568 North Main Street, Brewster, NY 10509Email address: smc@southeastmech.com

CITY OF POUGHKEEPSIE

Purchasing Department

Bid Proposal Form

RFB-COP-10-24-04

On-Call Plumbing Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING
1	Regular Time (RT) Hours are:	Year 2024-2025
	Start Time: _____ End Time: _____	RT
	Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Supervisor: \$195.00
		Trades Person: \$185.00
		Apprentice: \$131.00
		Laborer: \$81.00
		Other: \$72.00
2	Premium Time (PT) Hours are:	Year 2024-2025
	Start Time: _____ End Time: _____	PT
	Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Supervisor: \$293.00
		Trades person: \$279.00
		Apprentice: \$197.00
		Laborer: \$122.00
		Other: \$108.00
3	HOLIDAY TIME	Year 2024-2025
		Supervisor: \$391.00
		Trades person: \$372.00
		Apprentice: \$264.00
		Laborer: \$163.00
		Other: \$145.00
4	Mark Up Percentage To Be Charged on Materials:	% 20%

Vendor Name: Southeast Mechanical Corporation Phone: (845) 279-3793Contact Person: Marianna Tompkins Cell number: (914) 456-6422Business Address: 568 North Main Street, Brewster, NYEmail address: smc@southeastmech.com

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, William J. Ratajack, being duly sworn, deposes and says that he/she is the
President of the Southeast Mechanical Corporation
Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited
Entities List.

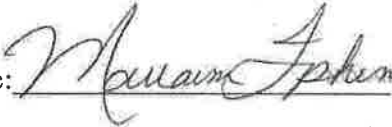


SIGNED

SWORN to before me this

27th day of November 2024

Notary Public:


NOTARY PUBLIC - STATE OF NEW YORK
No. 01704217364
Qualified in Essex County
My Commission Expires 12/28/25

City of Poughkeepsie
ON-CALL HVAC & PLUMBING CONTRACTOR SERVICES
RFB-COP-10-24-04

REFERENCES (PLEASE FILL OUT)

Project: Cook Chill Tumble Chillers

Type of Work: Equipment/system replacement including all associated piping, valves & fittings

Location: 145 Old Orangeburg Road, Orangeburg, NY 10962

Project Value: \$1,348,115.00

Contact Person: Fikret Besic / NYS Office of General Services

Phone Number: (518) 474-0282

Project: System Upgrades at Kiryas Joel Union Free School District

Type of Work: Removal and replacement of heating, ventilation, and air conditioning systems

Location: 655 County Route 05, Monroe, NY 10950

Project Value: \$846,726.00

Contact Person: Gary Earl / Trane US

Phone Number: (518) 724-1432

Project: Public Labs Cooling Tower

Type of Work: Replacement of roof mounted cooling towers and all associated equipment

Location: 10 Dana Road, Valhalla, NY 10595

Project Value: \$1,368,738.00

Contact Person: Sean Bramhill / Savin Engineers

Phone Number: (908) 725-2805 ext. 112

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**

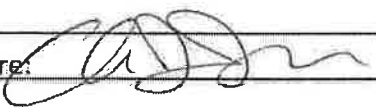
RFB-COP-10-24-04

ON-CALL HVAC & PLUMBING CONTRACTOR SERVICES

Bid Addendum Acknowledgement Sheet

All addenda, the receipts of which are hereby acknowledged by inserting the dates of each addendum next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid.

Receipt of Addendum:

Addendum No. 1	11/12/2024	Signature: 
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Addendum No. 7		

ORIGINAL

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**



**RFB-COP-10-24-04
On-Call HVAC Plumbing Services**

ADDENDUM NO. 1

Total Pages 3

November 12, 2024

Missing Forms:

Forms CS-1 and CS-2 were unintentionally omitted in the bid package. Please submit these forms with your bid proposal.

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum# 1

Signed: _____

Company Name: Southeast Mechanical Corporation

Purchasing Department BID PROPOSAL FORM

Southeast Mechanical Corporation

568 North Main Street
Brewster, NY 10509
smc@southeastmech.com

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

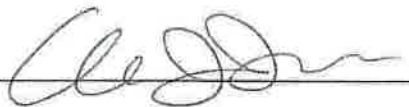
The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

Non-Collusion Affidavit

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed



By

William J. Ratajack

(President)

Dated 11/27/2024

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Corporation organized under the laws of New York State."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

Not applicable."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

Not applicable



2306 Route 130 N Dayton, NJ 08810

Bill To:

CHRIS GENT
26 HOWARD STREET
POUGHKEEPSIE, NY 12601

Quote

Date: 2/28/2025
Quote ID#: 20250212RSSH-4
Contract Name: Sourcewell
Contract #: 032924-KTC
Customer Sourcewell ID: 32856
Quote Valid Until: 2/28/2025

Comments:

As per attached specifications
26 SINGLE AXLE HOOKLIFT CHASSIS

Prepared By: Anthony DiDato
Cell: 914-447-3755
Email:
adidato@gabriellitruck.com

Description	Amount
Sourcewell Contract	
City of Poughkeepsie, NY	
Sourcewell Contract - Cab & Chassis Pricing	
Truck List Price (contract price pages)	\$ 165,263.00
Sourcewell Price Factor for Model:	0.830
Cust. Min List Upcharge:	\$ 1,000.00
Local Dealer Discount:	\$ 0.00
Member Chassis Pricing:	\$ 138,168.29
UPfit Equipment / body/ Services, ect.	
Total Body / ext. warranty/ equipment, ect.	\$ 189,188.14
Upfit Body, Services, ect. Mark Up % max 5%	4.00%
Member price body, warranty, and other goods	\$ 196,755.67
Total FET, Tax and State Fee:	\$ 0.00
Total Member Price (Chaasis + body/other + tax)	\$ 334,923.96

Signature: _____

Date: _____

Print Name: _____

Title: _____

Terms and Conditions:

This Quotation is valid for the build quarter noted on this quotation.

Chassis will only be allocated upon receipt of a signed purchase order.

If a Purchase order is received after allocation is sold out the entity will be notified and given option to cancel the order or pay the difference. This quotation is subject to the addition of any Federal, State or Local Government requirements. Due to current market conditions and the supply shortages any additional surcharges inforced by the chassis or body manufacture shall be paid in full or the enity will have the option to cancel the purchase order.

Remit Purchase Order To : 239 Bergen Turnpike Ridgfield Park, NJ 07660



From: [Joseph Chenier](#)
To: [Rebecca A. Valk](#); [Shirley Davison](#); [Joseph Donat](#); [Engineering Department](#); [Chris Gent](#); [Joseph Vita](#)
Cc: [Karen Sorrell](#); [Jamar Cummings](#); [Donna DeLuca](#); [IT Staff](#); [Europa McGovern](#)
Subject: RE: BOC Dec 3rd meeting
Date: Tuesday, November 25, 2025 2:03:04 PM

Greetings BCS-

WE concluded consultant interviews recently for the Fallkill Blue Way RFP-COP-06-25-01. We had a final meeting just now and have agreed to award to the Mass / Scenic Hudson / Labella team. We would like this added to the agenda. Europa is lead on this project and cc'd here.

Thanks,

Joseph A. Chenier, Jr. CPESC, CPMSM
Assistant Civil Engineer
62 Civic Center Plaza
Poughkeepsie, N.Y. 12601
845-451-4058

From: Rebecca A. Valk <RValk@cityofpoughkeepsie.com>
Sent: Monday, November 24, 2025 1:10 PM
To: Shirley Davison <SDavison@cityofpoughkeepsie.com>; Joseph Donat <jdonat@cityofpoughkeepsie.com>; Engineering Department <EngineeringDepartment@cityofpoughkeepsie.com>; Chris Gent <CGent@cityofpoughkeepsie.com>; Joseph Vita <JVita@cityofpoughkeepsie.com>
Cc: Karen Sorrell <KSorrell@cityofpoughkeepsie.com>; Jamar Cummings <[jcummings@cityofpoughkeepsie.com](mailto:jcumings@cityofpoughkeepsie.com)>; Donna DeLuca <DDeLuca@cityofpoughkeepsie.com>; IT Staff <itstaff@cityofpoughkeepsie.com>
Subject: RE: BOC Dec 3rd meeting

There may be one item but it needs to be vetted with Mayor. I hope to be able to update you tomorrow.

From: Shirley Davison <SDavison@cityofpoughkeepsie.com>
Sent: Monday, November 24, 2025 1:06 PM
To: Joseph Donat <jdonat@cityofpoughkeepsie.com>; Engineering Department <EngineeringDepartment@cityofpoughkeepsie.com>; Chris Gent <CGent@cityofpoughkeepsie.com>; Rebecca A. Valk <RValk@cityofpoughkeepsie.com>; Joseph Vita <JVita@cityofpoughkeepsie.com>
Cc: Karen Sorrell <KSorrell@cityofpoughkeepsie.com>; Jamar Cummings <[jcummings@cityofpoughkeepsie.com](mailto:jcumings@cityofpoughkeepsie.com)>; Donna DeLuca <DDeLuca@cityofpoughkeepsie.com>; IT Staff <itstaff@cityofpoughkeepsie.com>
Subject: BOC Dec 3rd meeting

Does anyone have agenda items to add for the Dec 3rd meeting? Please let me know as soon

as possible so I can have the documents uploaded to the website.

Thanks

Shirley Davison
Purchasing Agent
845-451-4048

AGREEMENT CONTRACT

THIS AGREEMENT, MADE THIS **19th day of February, 2025** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the "CITY"), and **BPI Mechanical Service**, a Corporation with offices at **5 Hemlock St., Latham, NY 12110** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY is desirous of having certain work undertaken as more specifically detailed in the annexed proposal documents, entitled "RFB-COP-10-24-04 On-Call HVAC & Plumbing Contractor Services," which is attached hereto and incorporated herein as Schedule A; and

WHEREAS, the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2025 at line item 01.08.1620.7440; and

WHEREAS, the CONTRACTOR has duly submitted a bid for the work of RFB-COP-10-24-04 to the Owner and the same has been found to be the best proposal meeting the needs of the City.

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

1. The Contractor shall furnish all labor, materials, equipment and incidentals as required for any authorized work request or Maintenance request by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor, or their designated representative.
2. This Contract will be used for assigning Work up to a project specific assignment amount of \$35,000. Change orders to the original amounts will be limited; Work with an original value of under \$35,000, assigned to an awarded contractor(s), will not be allowed to exceed the \$35,000 limit. For project Work valued at over \$35,000, separate RFBs will be issued for each such project. The City reserves the right to issue separate RFB's for any specific project Work as determined to be in the best interest of the City. The awarded contractor(s) may also be used for assigning urgent or emergency work under a declared emergency.

ARTICLE 2 COSTS

Pursuant to the Contractor's bid proposal the Owner agrees to pay the hourly wage rates as listed in the bid proposal attached herein as "**Schedule A**".

ARTICLE 3 CONTRACT TERM

The term of this contract shall be **February 28, 2025 to January 31, 2026**, with option to renew for two (2) additional twelve month periods under the same terms and conditions. Price escalation of no more than 2% shall be allowed upon renewal and mutual consent of both parties. The contractor will be notified prior to the expiration of the original contract. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

ARTICLE 4 BONDS

No bonds are required for this contract.

ARTICLE 5 DEFINITIONS

All terms shall be as defined in the Contract Documents, attached as **Schedule A**.

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, officers, directors and agents, if any, of the Contractor.

The terms "contract" and "agreement" may be used interchangeably and shall refer to this Agreement Contract.

ARTICLE 6 OWNER AND CONTRACTOR'S REPRESENTATIVES

- a. The Work to be performed under this Contract will be under the general direction of the Owner, who shall designate the following representatives: a representative hereinafter referred to as the **Commissioner of DPW, Chris Gent, 845-451-4176** and/or a representative hereinafter referred to as the **Building and Grounds Maintenance Supervisor, Tim Nevins, 845-451-4111**, who shall, under the direction of the Owner, have complete charge of the Work and shall exercise full supervision and direction of the work so far as it affects the interest of the Owner. The undertaking of the general direction of work by the Owner does not create any responsibility on behalf of the Owner to insure completion of work nor does it alleviate the full and complete responsibility of the Contractor for all work.
- b. The Contractor shall designate a representative satisfactory to the Owner who shall be present at the site of the work at all times, and who shall have authority to act for the Contractor in all matters pertaining to the work.

ARTICLE 7 PERFORMANCE OF WORK

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Commissioner of DPW and/or the Building and Grounds Maintenance Supervisor to the end of promoting safety and avoiding accidents.

ARTICLE 8 QUALIFICATIONS OF CONTRACTOR

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor or its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 PAYMENT AND RELEASE

The Contractor shall be entitled to partial payments hereunder in consideration for the services so rendered upon the submission of a statement in a form satisfactory to the City. Certified payroll must accompany all requests for payment. No Fuel Surcharges are allowed.

ARTICLE 10 ASSIGNMENT OR DELEGATION

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this contract, other than claims for the Owner's own negligence, to the extent permitted by applicable law.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident,

- including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
 6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

On receipt of such notice, the City shall have the option to cancel this Agreement without further expense or liability to the City, or to require the Contractor to replace the canceled insurance policy, or to rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the City. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

- a. All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner no less than ten (10) days prior to any such cancellation.
- b. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c. Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

All losses of City property shall be adjusted with and made payable directly to the City.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the City.

ARTICLE 13 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 14 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Owner's Representative(s) designated in Article 6 herein.

ARTICLE 15 TERMINATION

- a. *Without Cause:* The City may terminate this agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.
- b. *With Cause:* The City may terminate this agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 16 CONTRACTOR'S OBLIGATIONS POST TERMINATION

Upon termination of this agreement, Contractor shall: (1) cooperate with the City to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide the City with access to and a copy of all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge, and if so directed by the City; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

ARTICLE 17 NON-WAIVER

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 18 NONDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal

opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 19 LABOR LAW

This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid for this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers, and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the City shall be entitled to review and /or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the City either at the Contractor's place of business or at a location designated by the City. The Contractor and/or subcontractor(s), if any, shall submit to the City with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under penalties of perjury.

Each bidder must provide an affirmative statement that the bidder has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of the bid. In the event that you shall fail, in one or more instances to pay the prevailing wages and supplements in accordance with the New York State Labor Law, it shall be considered a material breach of the contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the City or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the City shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, *the Contractor* shall be liable to *the City* for any additional costs incurred in the completion of the project. The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the City or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the City to enforce said law on behalf of anyone nor create any rights on behalf of anyone against the City.

ARTICLE 20 WAGES AND HOURS OF WORK

No laborer, workman, chauffeur, or mechanic in the employ of the Contractor shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in case of extraordinary emergencies, including fire, flood, or danger to life or property, or in case of national emergency when proclaimed by the President of the United States of America. No person shall be so employed more than eight hours in any day or more than five days in any week except in such emergency.

In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of Section 220 of the Labor Law of the State of New York must be made pursuant to the provisions of the war emergency act and such dispensation granted pursuant thereto before any laborer, workman or mechanic may be employed beyond the hours specified in Section 220 of the Law of the State of New York.

The following forms a part of these Specifications in compliance with Article 8, Section 220, Division 3 of the Labor Law of the State of New York, which reads in part as follows:

"It shall be the duty of the fiscal officer, as defined in this section, to ascertain and determine the schedule of wages to be paid Workers, laborers and mechanics on each such public work prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to, and form a part of, the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the advertisement for bids on all public works proposed to be constructed. The term 'contract,' as used in this subdivision shall include reconstruction and repair of any such works."

ARTICLE 21 WORKERS' COMPENSATION

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker's Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void.

ARTICLE 22 NOTICES

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 NOTICE OF INTENT TO SUE

- A. The Contractor agrees that at least ninety (90) days prior to commencing suit against the City for any matter arising directly or indirectly out of this Agreement, Contractor shall provide the City a sworn document listing the time, place and manner of any breach of this agreement, together with an itemized list of damages to which the Contractor believes itself entitled.
- B. The City shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the City's choice, as to any matter arising under this Agreement within the 90-day period described above.
- C. Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation.
- D. Any action against the City must be commenced within one year of the event which gives rise to liability.

ARTICLE 24 LIABILITY OF THE OWNER

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment

provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 25 NON-APPROPRIATION

The City shall be obligated to pay for the services received only to the extent that funds have been appropriated and encumbered for such purpose. This agreement is not a general obligation of the City. Neither the full faith and credit nor the taxing power of the City are pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this contract nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement.

ARTICLE 26 TERMINATION FOR REFUSAL TO TESTIFY

The bidder or Contractor, as the case may be, agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Bidder warrants that he (they) is (are) not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 27 SET-OFF RIGHTS

The City shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the City's option to withhold for the purpose of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to the City with regard to this Agreement, any other agreement with the City or any of its departments or agencies. This right to set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the City for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

ARTICLE 28 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, employment records, purchase records, insurance records, schedule of hours worked, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of the within contract.

ARTICLE 29 AUDIT

The Contractor shall maintain an accounting system that enables the City to readily identify assets, liabilities, revenues, expenses and disposition of City funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the City Commissioner of Finance. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City.

The audits may include examination and review of the source and application of all funds from the City, county, state, or federal governments. Contractor shall not be entitled to any interim or final payment under this agreement, *and any overpayment may be recouped*, if any audit requirements and/or requests have not been satisfactorily met *or if any expenditures or fees by the Contractor are determined to be irregular by the auditor*. This paragraph shall survive the termination of the Agreement.

ARTICLE 30 SEVERANCE PAY

The City shall not be charged for severance pay incentives. The City is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The City of Poughkeepsie is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that City funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the City for the full amount with interest upon receipt of a written demand from the City. In addition, the City may declare this agreement null and void.

ARTICLE 31 CHOICE OF LAW/VENUE

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 32 NO ARBITRATION

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 31 hereof.

ARTICLE 33 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 34 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 35 CONFIDENTIALITY

The Contractor shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the City under the terms of this Agreement.

ARTICLE 36 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 37 BINDING

This Agreement shall be valid and binding once it has been approved by the City of Poughkeepsie Corporation Counsel's Office, executed by the Mayor and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

ARTICLE 38 ENFORCEMENT EXPENSES

Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the City incurs in enforcing any of the terms of this Agreement.

ARTICLE 39 ENTIRE AGREEMENT

The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 
Yvonne Flowers, Mayor

BPI MECHANICAL SERVICE.

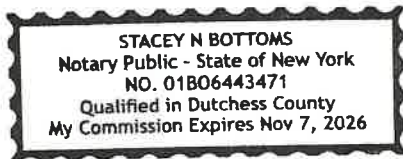
By: 
Daniel Keating, President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 26th day of MARCH, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared **Yvonne Flowers, the Mayor of the City of Poughkeepsie**, 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public

A handwritten signature in cursive script, appearing to read "Stacey Bottoms", written over a horizontal line.

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 10th day of March, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared **Daniel Keating**, 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 on behalf of which the individual(s) acted, executed the instrument.

A handwritten signature in cursive script, appearing to read "Jaclyn Cornell", written over a horizontal line.

Notary Public

JACLYN DAISY CORNELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01C06371051
Qualified in Albany County
My Commission Expires 02-20-2026

Reviewed by Corporation Counsel:

A handwritten signature in blue ink, appearing to read "APZP", written over a horizontal line.

Date:

2/11/25

SCHEDULE A

CITY OF POUGHKEEPSIE

Purchasing Department

Bid Proposal Form

RFB-COP-10-24-04

On-Call HVAC Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING
1	Regular Time (RT) Hours are: Start Time: <u>7 AM</u> End Time: <u>3:30 PM</u> Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Year 2024-2025 RT Supervisor: \$ <u>137.-</u> Trades Person: \$ <u>133.-</u> Apprentice: \$ <u>110.-</u> Laborer: \$ <u>110.-</u> Other: \$ <u>110.-</u>
2	Premium Time (PT) Hours are: Start Time: <u>3:30 PM</u> <u>ALL</u> End Time: <u>7 AM</u> <u>WEEKEND</u> Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Year 2024-2025 PT Supervisor: \$ <u>198.-</u> Trades person: \$ <u>193.-</u> Apprentice: \$ <u>165.-</u> Laborer: \$ <u>165.-</u> Other: \$ <u>165.-</u>
3	HOLIDAY TIME	Year 2024-2025 Supervisor: \$ <u>285.-</u> Trades person: \$ <u>265.-</u> Apprentice: \$ <u>215.-</u> Laborer: \$ <u>215.-</u> Other: \$ <u>2.15</u>
4	Mark Up Percentage To Be Charged on Materials:	% <u>18</u>

Vendor Name: BPI Mechanical Service Phone: 518-326-8450Contact Person: Daniel Keating Cell number: _____Business Address: 5 Hemlock St. Latham, NY 12110Email address: danke@bpimechanicalservice.com

CITY OF POUGHKEEPSIE

Purchasing Department

RFB-COP-10-24-04

Bid Proposal Form

On-Call Plumbing Contractor and Repair Services

FEE SCHEDULE

Various Locations Within the City

ITEM	DESCRIPTION	PRICING
1	Regular Time (RT) Hours are:	Year 2024-2025
	Start Time: <u>7 AM</u> End Time: <u>3:30 PM</u>	RT
	Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Supervisor: \$ <u>137.-</u>
		Trades Person: \$ <u>133.-</u>
		Apprentice: \$ <u>110.-</u>
		Laborer: \$ <u>110.-</u>
		Other: \$ <u>110.-</u>
2	Premium Time (PT) Hours are:	Year 2024-2025
	Start Time: <u>3:30 PM</u> End Time: <u>7 AM</u>	PT
	Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Supervisor: \$ <u>198.-</u>
		Trades person: \$ <u>193.-</u>
		Apprentice: \$ <u>165.-</u>
		Laborer: \$ <u>165.-</u>
		Other: \$ <u>165.-</u>
3	HOLIDAY TIME	Year 2024-2025
		Supervisor: \$ <u>285.-</u>
		Trades person: \$ <u>265.-</u>
		Apprentice: \$ <u>215.-</u>
		Laborer: \$ <u>215.-</u>
		Other: \$ <u>215.-</u>
4	Mark Up Percentage To Be Charged on Materials:	% <u>22</u>

Vendor Name: BPI Mechanical Service Phone: 518-326-8450
 Contact Person: Daniel Keating Cell number: _____
 Business Address: 5 Hemlock St. Latham, NY 12110
 Email address: dank@bpi-mechanical-service.com

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**



**RFB-COP-05-24-03
On-Call HVAC Plumbing Services**

ADDENDUM NO. 1

Total Pages 3

November 12, 2024

Missing Forms:

Forms CS-1 and CS-2 were unintentionally omitted in the bid package. Please submit these forms with your bid proposal.

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum#

Signed: _____

Company Name: BPI Mechanical Service

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

Bid submitted by: BPI Mechanical Service

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

P.O. Box 336
Latham, NY 12110

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

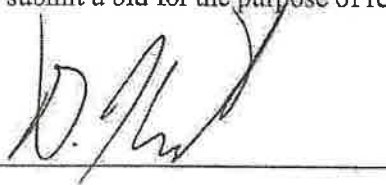
The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

Non-Collusion Affidavit

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed



By

Daniel Keating
(President)

Dated 11/27/24

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Corporation Organized Under the laws of New York State."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

_____."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, Daniel Keating
President, being duly sworn, deposes and says that he/she is the
of the BPI Mechanical Service
Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited
Entities List.

[Signature]
SIGNED

SWORN to before me this

27th day of November 2024

Notary Public [Signature]

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026

City of Poughkeepsie
ON-CALL HVAC & PLUMBING CONTRACTOR SERVICES
RFB-COP-10-24-04

REFERENCES (PLEASE FILL OUT)

SEE ATTACHED

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____



Customer References

Charter Communications:

- Andrew Pepper
- (518) 378-9283
- andrew.pepper@charter.com

City School District of Albany:

- Ken Keefer
- (518) 475-6000
- kkeefer@albany.k12.ny.us

Albany County:

- John Alix
- (518) 334-2207
- john.alix@albanycountyny.gov

Finch Paper:

- Keith Reynolds
- (518) 793-2541 ext: 4456
- keith.reynolds@finchpaper.com

Saint Gobain Abrasives:

- Steve Houser
- (518) 266-2690
- steve.d.houser@saint-gobain.com

AGREEMENT CONTRACT

AGREEMENT MADE AS OF THIS **17th day of March, 2023** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the OWNER or the CITY, and **Con-Tech Construction, Technology, Inc.**, a corporation with business with offices located at **1961 Route 6 Suite R-3, Carmel, NY 10512**, hereinafter referred to as the CONTRACTOR; and

WHEREAS, the CITY is desirous of having certain work undertaken as more specifically detailed in the annexed bid documents, entitled **RFB-COP-01-23-01 Scattered Sidewalk Program Repair and Restoration** which are incorporated herein as Schedule “A” and hereinafter referred to as the “Work;”

WHEREAS, the funds for the Work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023, at line item(s) **07.11.8662.7253 PROJECT CC20 SUBPROJECT- 0037S \$ 24,195.20–CC21 SUBPROJECT 0037S \$122,569.39, and 01.08.5112.7252-\$100,000.00**

WITNESSETH, that upon the consideration, mutual covenants and agreements contained herein, the parties hereto, their successors and/or assigns, do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment and incidentals required for the Work in strict compliance with the Specifications, schedules, plans and drawings, as reflected within Schedule “A” annexed hereto and made a part hereof.

ARTICLE 2 COMPENSATION

Pursuant to the contractor’s bid proposal, the Owner agrees to pay up to the sum of **NOT TO EXCEED TWO HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED SIXTY FOUR DOLLARS AND FIFTY NINE CENTS, (\$246,764.59)**, for the Work to be performed in accordance with the terms and conditions of this Contract, and the Contractor agrees to accept said sum as full compensation for any and all Work performed, unless this Contract expressly provides otherwise. The schedule of said payments will be made in accordance with the terms contained in Article 11 herein. **Additional funds may be available at a later date.**

ARTICLE 3 COMMENCEMENT OF WORK

The Contractor agrees to commence performance of the Work on or about the **1st day of April 2023**, (“commencement date”) with the Work to be fully and satisfactorily completed by **the 31st day of March, 2024**.

ARTICLE 4 CONTRACT TERM

The initial term of the Contract is for a minimum of one (1) year. No price increase will be allowed during this period.

ARTICLE 5 CONTRACT RENEWAL

- a. The original agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and condition as exist in the original contract.
- b. With each renewal, Contractor may increase pricing consistent with national CPI indicators if Contractor can demonstrate in writing that the increased costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract cost will remain in place.
- c. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least sixty (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.
- d. Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie.

ARTICLE 6 BONDS

Performance and Labor bonds of 100% are required for this work.

ARTICLE 7 DEFINITIONS

All terms of this Contract shall have the same meaning as the same set forth in the Bid Documents, Solicitation No. **RFB-COP-01-23-01** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 8 OWNER AND CONTRACTOR'S REPRESENTATIVES

- a. The Work shall be performed under the direction of the Owner, who shall designate a representative hereinafter referred to as the "Engineer." The Engineer shall have complete charge of the Work and exercise full supervision and direction of the Work so far as it affects the interests of the Owner. The undertaking of the direction of Work by the Owner does not create any responsibility on behalf of the Owner to insure completion of Work, nor does it alleviate the full and complete responsibility of the Contractor to perform all Work in accordance with the terms of this Contract.
- b. The Contractor shall provide a full-time, on site supervisor for Contractor's employees, subcontractors and suppliers for the duration of the Work and whenever work is being performed at the site pursuant to the performance of this Contract. A qualified site supervisor must have the authority to represent the Contractor and make decisions for it with regard to the Work and must be able to give guidance and direction to employees, subcontractors and suppliers, and must be knowledgeable about the Work to be provided. Failure to provide a qualified site supervisor at the job site shall subject the Contractor to a damage penalty of Five Hundred Dollars (**\$500.00**) per day for each occurrence.

ARTICLE 9 PERFORMANCE OF WORK

- a. Workmanship - Material - Workers. Unless otherwise specifically provided for in the Specifications, all workmanship, equipment and materials incorporated in the Work are to be of the most suitable grade of their respective kinds for their intended purpose. Where equipment and materials are referred to in the Specifications as "equal to" a particular standard, the Engineer shall determine whether the machinery, equipment and materials, as well as their quantity, quality, acceptability and fitness to be used by the Contractor meet that standard of equality. The Contractor shall furnish to the Engineer for his approval the name of the manufacturer of machinery, materials and other equipment which it contemplates incorporating in the Work, together with their performance capacities, and such other information as may be pertinent or required by the Engineer. To the extent required by the Specifications or by the Engineer, the Contractor shall furnish for approval by the Engineer full information concerning the equipment and materials which it contemplates incorporating into the Work.

Samples of materials shall be submitted for approval when so directed by the Owner or its Engineer. Machinery, equipment and materials installed or used without such approval shall be at the risk of the subsequent rejection by the Owner or Engineer. The Engineer may require the Contractor to remove from the Work such employees as the Engineer deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the Work is deemed by the Engineer to be contrary to the public interest.

- b. Changed Conditions. The Owner assumes that any information concerning the condition of the site set forth in drawings or the Specifications is essentially correct, but the Owner neither warrants the completeness nor the accuracy of such information and relies upon the Contractor to verify the completeness and the accuracy of such information; provided, however, that if the Contractor encounters, or the Owner discovers, during the progress of the Work, subsurface or latent conditions at the site materially different from those shown on the drawings or indicated in the Specifications, or that unknown conditions of an unusual nature differ materially from those ordinarily encountered and generally recognized as being inherent in work of the character provided for in the drawings and Specifications, the Engineer shall be notified before the existing conditions are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they do so materially differ, the Contract shall be modified by the Owner to provide for any increase or decrease in cost, and difference in time resulting from such conditions, and an equitable adjustment in the pertinent contract terms shall be made in accordance with the provisions of the paragraphs of Article 15 hereof. Such modifications of this contract by the Owner shall be final, subject only to the provisions of Article 23.
- c. License and Permits. The Contractor shall, without additional expense to the Owner, obtain all required licenses and permits prior to the commencement of the Work. If additional licenses and permits are required during the course of the performance of the Work, contractor shall expeditiously obtain any such licenses and permits from the appropriate authorities.
- d. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in performance of the Work, and shall be responsible for all materials delivered (including Owner-furnished material and equipment

delivered to the Contractor unless otherwise specifically provided) and Work performed until completion and final acceptance. Upon full performance of this Contract, the Work shall be delivered complete and undamaged.

- e. Space at Site. The Contractor shall be allowed reasonable space at the site of the Work and given access thereto, and shall confine its operations to the space assigned. The Work shall be performed so as not to unduly interfere with the ordinary use of streets and public access and the Contractor shall cooperate with other contractors of the Owner and Owner's employees as may be required by the circumstances or directed by the Engineer. The Contractor shall not commit or permit any act which, will interfere with the performance of work by any other contractor or Owner's employees whether at the site or not. If it is necessary to control traffic on public streets, the Contractor shall arrange at its own cost for personnel to control traffic in a safe manner.
- f. Protective Measures. The Contractor shall protect the Work from deterioration and damage during construction, and shall store and secure flammable material away from fire hazards. During cold weather, the Contractor shall furnish all heat necessary for safe and proper performance of the Work.
- g. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Engineer to promote safety and avoid accidents.
- h. Temporary Buildings. The Contractor shall erect at its own expense, and remove at the completion of the Work, such temporary storage sheds and offices used during the performance of the Work. Prior to their construction, any such structures shall be subject to the approval by the Engineer.
- i. Notification of Utility Companies. The Contractor and any of its subcontractors shall comply with section 119-b of the Public Service Law of the State of New York, and 16 NYCRR Subpart 753-3, et. seq., and any other statutes, rules and regulations applicable thereto, prior to commencement of excavation or blasting in areas near utility lines.

The Contractor shall give written notice to Central Hudson Gas and Electric Corporation, Verizon, and/or any other utility company affected by the performance of the Work, before Work of any nature is commenced under this Contract, and shall give additional notification to the Owner of any proposed blasting at least 48 hours in advance.

ARTICLE 10 SPECIFICATIONS AND DRAWINGS

- a. Conflicts - Omissions – Errors in Description - Misinformation. The Contractor shall keep at the site of the Work a copy of all drawings and Specifications related to the Work, and the Engineer shall at all times have access thereto. If the Specifications contain information or requirements that have been inadvertently omitted from the drawings, the drawings shall be deemed to conform to the Specifications to reflect such information or requirements. Similarly, if the drawings contain information or requirements that are inadvertently omitted from the Specifications, the Specifications shall be deemed to conform to the drawings to reflect such

information or requirements. If there are discrepancies between the drawings and Specifications that are not inadvertent, the Specifications shall control. Any omissions from the drawings or Specifications, or the erroneous description of details of Work that are manifestly necessary to carry out the intent of the drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or erroneously described details of Work, but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.

- b. Review of Drawings and Dimensions. The Contractor shall review all drawings furnished to it immediately upon receipt of same and shall promptly notify the Engineer of any discrepancies, errors or irregularities. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall generally govern over small “to-scale” drawings. The Contractor shall prepare all drawings and verify the figures before laying out the Work and shall be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding any existing scale or figure dimensions contained in the drawings.
- c. Deviations. The Contractor shall not deviate from any of the drawings and the dimensions contained therein, regardless of whether the Contractor believes there has been an error, without the prior approval of the Engineer.
- d. Lines and Grades. The Engineer shall establish the initial lines and grades for the commencement of the Work, but the Contractor shall furnish and place all additional stakes, templates and bench marks necessary to mark and maintain points, lines and elevations. The Contractor shall be responsible to ensure that the completed Work complies with the lines and grades established by the Engineer.
- e. Interpretations and Instructions. All questions regarding the figures, drawings, plans and Specifications and the interpretation thereof, and the resolution of conflicts and inconsistencies therein, shall be determined by the Engineer, and such determination shall be final subject only to the provisions of Article 23 hereof.

ARTICLE 11 PAYMENT AND RELEASE

- a. The Contractor shall receive partial payments as the Work progresses based upon estimates made by the Engineer. In making such estimates, materials delivered to the site, work performed at the Contractor’s assembly plant and preparatory work performed by the Contractor may be taken into consideration. By making payments to the Contractor, the Owner does not waive any defects in the Work, nor shall the Contractor’s responsibility for the Work, the workmanship and materials be diminished by such payments.
- b. Upon the recommendation of the Engineer, The Commissioner of Finance may withhold a sum not exceeding 5% of each payment hereunder for a period up to six (6) months from the date of the final estimate or upon completion of the Work to the satisfaction of the Owner.

- c. All material and workmanship for which partial payments have been made shall become the property of the Owner; nevertheless, this provision shall not be construed as relieving the Contractor from having sole responsibility for all materials and work upon which such payments have been made, or restoring any damaged or destroyed work, or waiving the Owner's right to require the fulfillment of the terms of this Contract.
- d. The obligation of the Owner to make any of the payments required under any of the provisions of this Contract shall be subject to (1) any unsettled claims against the Contractor for labor or material; (2) reasonable deductions for any defects in material or workmanship; and (3) any claims which the Owner may have against the Contractor arising under this Contract. Any overpayment to the Contractor shall, unless otherwise adjusted, be paid to the Owner upon demand.
- e. The Contractor shall execute and deliver at the time of, and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Engineer, discharging the Owner, its officers, agents and employees of and from liabilities, obligations, and claims arising under this Contract.

ARTICLE 12 ASSIGNMENT OR DELEGATION

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written consent of the Owner. An assignment of any portion of, or the entire Contract, shall not relieve the assignor of its obligations hereunder. All of the provisions shall be binding on and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to this Contract.

ARTICLE 13 INSPECTION AND TESTING

- a. All material and workmanship shall be subject to inspection, examination and testing at any and all times during manufacture or construction thereof and at any and all places where such manufacture or construction is carried out. The Owner shall have the right to reject defective material and workmanship or in its discretion, require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without additional charge to the Owner, and the Contractor shall promptly segregate and remove the rejected material from the worksite. If the Contractor fails to immediately replace rejected material and correct any defective workmanship, the Owner may arrange to replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may terminate the Contract as provided in Articles 26, 27 and 28 hereof.
- b. The Contractor shall make all necessary arrangements for inspections and testing that may be required by the Engineer, at no additional cost to the Owner, including but not limited to furnishing facilities, labor and materials to ensure that inspections and tests are conducted safely and without undue delay in the performance of the Work

- c. If in the discretion of the Owner or its Engineer, it is necessary or advisable to remove all or a portion of the Work completed by the Contractor in order to examine, test, or inspect the Work, prior to final acceptance, the Contractor shall promptly furnish all necessary facilities, labor and material to allow the Owner to conduct same. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or its subcontractors, the Contractor shall defray all of the expenses of such examination and satisfactory reconstruction and shall be responsible for additional costs associated with any resulting delay. If, however, such workmanship is found to meet the requirements of the Contract, the actual cost of labor, equipment and material necessarily involved in the examination of the Work shall be paid to the Contractor, and it shall, in addition, if completion of the Work has been delayed thereby, be granted a reasonable extension of time to perform any additional work required.

ARTICLE 14 TESTING FOUNDATIONS

The Owner shall have the right to test the bearing value of the material underlying the foundation of any structures to be built. Such testing shall be made at such times and places and in such a manner as may be directed by the Engineer. As far as practicable, if test piles are used they shall be located so that they can become part of the finished structure. The Contractor shall furnish the Engineer with ample opportunity to view test results and to make such records as the Owner may consider necessary. Upon written notice to the Owner, the Contractor may be compensated for conducting such tests in the same manner as set forth in Article 13 of this Contract to the extent the contract price does not include compensation therefor. Notice of the Contractor's intent to request compensation must be made in accordance with Article 38 hereof.

ARTICLE 15 CHANGES AND EXTRAS

- a. The Engineer may at any time, without notice to the sureties, make changes in the drawings or Specifications of the Contract to conform to the intended purpose of the Work. If such changes cause an increase or decrease in the cost of performing the Work under this Contract, or in the time required to complete the Work, the Contract shall be modified accordingly and an equitable adjustment for such changes shall be made by mutual agreement of the parties; provided however, that if the parties are unable to agree, the Engineer shall determine the equitable adjustment, if any, that shall be made to the contract terms, and his determination shall be final, subject only to Article 23 of this Contract.
- b. Nothing in this Article shall excuse the Contractor from diligently proceeding with the performance of the Work so changed.

ARTICLE 16 LIQUIDATED DAMAGES

- a. The parties acknowledge that time is of the essence and that the Owner will suffer a financial loss if the Work is not completed within the specified time in Article 3 of this Contract, or any agreed extensions thereof. The parties further acknowledge that it may be difficult or impossible to ascertain the amount of actual damages incurred if the Contractor fails to complete the Work within said time. Therefore, the Owner and Contractor agree that the liquidated damages as stated below are intended as compensatory in nature and not a penalty. The Contractor shall pay

to the Owner as fixed, agreed and liquidated damages for each calendar day of delay until the delayed work is completed or accepted, the amount of **Five Hundred Dollars** per day unless stated otherwise herein. It is agreed, however, that the Contractor shall not be charged with liquidated or actual damages if any delays in the completion of the work are due to causes beyond its control, including, but not limited to, acts of God, or war; acts of the City or any State or political subdivision thereof (including, but not restricted to the operation of any governmental preferences, priorities, or allocations of material); acts of another contractor in the performance of a contract with the Owner; floods, earthquakes, or other catastrophes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather. The determination of the Owner shall be final, subject to the provisions of Article 23 of this Contract.

ARTICLE 17 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, law suits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and law suits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 18 CERTIFICATES OF INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.

6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State “labor law” claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days prior written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors’ insurance.

- A. All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner no less than ten (10) days prior to any such cancellation.
- B. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- a) C. Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner’s Law Department.

ARTICLE 19 CONTRACTOR’S SUBSIDIARIES AND RELATED ENTITIES

The terms of this Contract are binding upon any subsidiary or affiliated business of the Contractor, and each such entity shall be jointly and severally liable for the obligations of the Contractor as set forth herein.

ARTICLE 20 LIENS

The Contractor shall, with each request for payment, furnish satisfactory evidence that the claims of all persons who have done work or furnished materials for the Work covered under this Contract have been fully discharged or have been secured. The Contractor shall with each request for payment, provide the Owner with an affidavit of release of liens and an affidavit of payment of debts and claims.

The Owner may retain from any payment due the Contractor such stated sums as shall be necessary to meet lawful claims which have not been fully discharged or otherwise satisfactorily secured; it being understood and agreed, however, that the Owner assumes no obligation toward such claimants, nor in any way undertakes to pay such claims from any funds due or that may become due the Contractor out of its own funds.

It is further agreed by and between the parties hereto that if, at any time before or within thirty (30) days after the entire Work covered by this Contract has been completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished material toward the performance or completion of this Contract shall have filed with the Owner any notice, as described in the Mechanic's Lien Law of the State of New York, the Owner is hereby authorized by the Contractor to retain from the monies then due or to become due under this Contract so much of said monies as shall be sufficient to pay off, satisfy, or discharge the amount in such notice, together with the costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The money so retained shall be held by the Owner until the lien created by the said law and the filing of said notice shall be discharged pursuant to the provisions of the aforesaid Mechanic's Lien Law, and the necessary discharge and/or satisfaction of the filing pursuant to Section 9-302 of the Uniform Commercial Code.

ARTICLE 21 MAINTENANCE OF SITE

The Contractor shall maintain the Work site in a neat and clean condition with no unsightly or undesirable accumulation of debris or material. On or before the completion of the Work, the Contractor shall, without additional compensation, except as otherwise specifically directed or permitted in writing, demolish and remove all temporary buildings and structures built by it and shall remove from the premises all lumber, shoring, debris, surplus materials of every kind, plant, machinery, and other equipment installed by it; shall effectively remove and dispose of in a satisfactory manner all accumulations of organic refuse from any grounds occupied by it; and shall leave the property of adjacent landowners, which may have been affected by its operations, including streets and sidewalks, in the same condition as existed prior to commencement of the Work. If the Contractor does not fully comply with requests to clean up the site or adjacent properties after three (3) days' notice, the Engineer may order such work done at the expense of the Contractor.

ARTICLE 22 RATE OF PROGRESS

Within ten (10) days of the date of this Contract, the Contractor shall furnish the Engineer with its proposed schedule of progress which shall show the contemplated procedure and times of completion of all aspects of the Work. If at any time, in the opinion of the Engineer, the Work cannot be completed within the time specified, the Engineer shall notify the Contractor who shall provide as soon as practicable, such additional workers, machinery, equipment and methods as are required to finish the Work in a timely manner. The failure of the Engineer to give such notice shall not relieve the Contractor of its obligations to complete the Work in accordance with the terms of this contract.

ARTICLE 23 DISPUTES

Except as otherwise provided in this Contract, any dispute arising under this Contract that cannot be resolved by agreement shall be decided by the Engineer, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof, to the Contractor. Pending final decision of any dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract. Upon receipt of the written decision, the Contractor shall abide by the Engineer's decision.

ARTICLE 24 PATENT INDEMNITY

- a. The Contractor shall, as part of its obligations hereunder, and without any additional compensation, indemnify and save harmless the Owner, its officers, employees and agents, from all damages or claims arising from the infringement or alleged infringement of any patent rights covering any material, appliance or device in or upon the Work, arising out of this Contract, or any part thereof, and shall, without cost or expense to the Owner, its officers, employees and agents, defend any suit or suits which may be brought against the Owner by reason of such infringement or alleged infringement.
- b. The Contractor shall report to the Engineer promptly, and in reasonable written detail, each claim of patent infringement based on the performance of this Contract and asserted against it or any of its subcontractors if the Contractor has notice thereof.

ARTICLE 25 SANITATION

The Contractor shall make arrangements for, and maintain near the work site, adequate sanitary facilities of an approved type for the use of persons employed on the Work, and properly secluded from public observation. Such sanitary facilities shall be constructed and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Engineer. These facilities shall be maintained and kept reasonably clean at all times. At the completion of the Work, the sanitation facilities shall be removed from the worksite, leaving the premises clean and free of nuisance.

ARTICLE 26 TERMINATION

If, in the judgment of the Engineer, the Contractor fails to perform the Work diligently and/or in a workmanlike manner, or if the Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should fail to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances or the instructions of the Engineer, or otherwise is guilty of a substantial violation of any provision of the Contract, the Owner, upon certification from the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, five (5) days' written notice, terminate the employment of the Contractor and enter upon the premises and take possession of all materials and fixtures of every kind whatsoever thereon and employ any other person and persons to complete the Work and provide materials therefor. In the event of such discontinuance of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly and satisfactorily completed. If the unpaid balance of the Contract

price is less than the expense of completing the Work, including compensation for additional architectural, inspection, managerial and administrative services, then the Contractor and/or its surety shall pay the difference to the Owner. In such case, the Owner shall be under no further obligation to the Contractor, but the liability of the Contractor for damages due to its breach of this Contract shall not be extinguished. The amount, if any, due to the Contractor shall be determined under the provisions of Article 11 hereunder.

ARTICLE 27 TERMINATION WITHOUT CAUSE

The City may terminate this Agreement without cause with ninety (90) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

ARTICLE 28 TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this contract for convenience. The State may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the State has given written notice to the contractor no later than 90 days prior to the anniversary date.

ARTICLE 29 NON-APPROPRIATION CLAUSE :

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 30 NON-DISCRIMINATION

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or marital status and further agree to take affirmative action to ensure equal employment opportunities without such discrimination. No services to be rendered pursuant to, or in connection with this Contract may be refused to any person because of age, race, creed, sex, color, national origin, disability or marital status.

ARTICLE 31 WARRANTY

- a. Except as otherwise expressly provided in this Contract, the Contractor warrants and represents that all mechanical and electrical equipment are free from defects of design, materials and workmanship, and further warrants all materials and Work provided under this Contract against defects or failure for a period of one (1) year from the date of final payment. The Contractor further agrees to repair or replace any such defective material, equipment or workmanship to the satisfaction of the Engineer, and at no cost to the Owner within ten (10) days after receipt of written notice of any such defect.

- b. All warranties and guaranties of subcontractors, manufacturers or suppliers, express or implied, respecting any material or equipment used in or made a part of this Work (whether for equipment of the nature above specified or otherwise) shall be deemed obtained by the Contractor as the agent of the Owner, and all such warranties and guaranties shall inure to the benefit of the Owner as though they had been separately transferred or assigned to the Owner.
- c. The warranties and guaranties provided for in this Article shall not extend or apply to material or equipment furnished by the Owner except to the extent the Contractor may have performed additional work thereon.
- d. The remedies provided in this Article shall not be restrictive of, but shall be cumulative and in addition to, all other remedies of the Owner with respect to latent defects or fraud. Such remedies shall not limit any statutory or common law warranties but shall be in addition thereto.

ARTICLE 32 WAGES AND HOURS OF WORK

The Contractor warrants and represents that it, along with any of its subcontractors, shall be in full compliance with the provisions of the New York State Labor Law, Section 220 and all subdivisions thereof, from the date of commencement of the Work until the Work is completed and final payment received, including but not limited to the following:

No laborer, workman, chauffeur, or mechanic in the employ of the Contractor shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in case of extraordinary emergencies, including fire, flood, or danger to life or property, or in case of national emergency when proclaimed by the President of the United States of America. No person shall be so employed more than eight hours in any day or more than five days in any week except in such emergency.

In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of Section 220 of the Labor Law of the State of New York must be made pursuant to the provisions of the War Emergency Act and such dispensation granted pursuant thereto before any laborer, workman or mechanic may be employed beyond the hours specified in Section 220 of the Law of the State of New York.

The following forms a part of these Specifications in compliance with Article 8, Section 220, subdivision (3) of New York State Labor Law, which reads in relevant part as follows:

“It shall be the duty of the fiscal officer, as defined in this section, to ascertain and determine the schedule of wages to be paid Workers, laborers and mechanics on each such public work prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to, and form a part of, the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the advertisement for bids on all public works proposed to be constructed. The term ‘contract,’ as used

in this subdivision shall include reconstruction and repair of any such works.”

ARTICLE 33 WORKERS’ COMPENSATION

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker’s Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void

ARTICLE 34 HOUSING AND URBAN DEVELOPMENT CLAUSE

The following provisions shall apply to all Housing and Urban Development Section 3 contracts:

- a. The Work to be performed under this Contract is subject to requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, section 3. (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the Work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulation in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR Part 135.
- e. The Contractor must certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450[e]) also applies to the work performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ARTICLE 35 LIABILITY OF THE OWNER

Neither the Owner nor any official, employee, agent or representative thereof, shall be liable for or be held to pay any money to the Contractor except as herein provided; and the acceptance by the Contractor of the payments provided on the final estimate shall operate as, and shall be a release of said Owner, its officers, employees and agents, from all claims and liability to the Contractor relating to the Work, or for any act or neglect of the Owner of any person relating to or affecting the Work, except for claims to recover any retained money pursuant to Article 11(b) of this Contract.

ARTICLE 36 TERMINATION FOR REFUSAL TO TESTIFY

The Contractor agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or Contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or Contract:

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Contractor warrants that it is not disqualified from bidding on this Contract by reason of General Municipal Law Section 103-a.

ARTICLE 37 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, employment records, purchase records, insurance records, schedule of hours worked, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 38 NOTICES

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 39 ENTIRE AGREEMENT

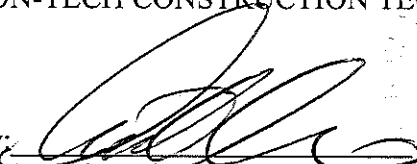
This Contract represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered into by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE
INC

By: 
Marc Nelson, Mayor

CON-TECH CONSTRUCTION TECHNOLOGY,

By: 
Antonietta Carino, President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 9th day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

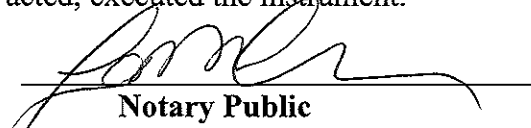
STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

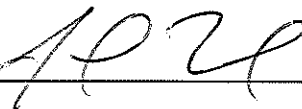
ALLYSON R. SMITH
Notary Public, State of New York
No. 01SM6368247
Qualified in Dutchess County
Commission Expires 12/11/2025

On the 11 day of April, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Antonietta Carino, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

Lauren M. Cole
Notary Public, State of New York
Reg. No. 01C06411095
Qualified in Westchester County
Commission Expires November 9, 2024

Reviewed by Corporation Counsel:



Date: 3/15/23

SCHEDULE A

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Con-Tech Construction Technology, Inc.
1961 Route 6 Suite R-3
Carmel, NY 10512

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Scattered Sidewalk, Program Repair and Restoration Bid No. RFB-COP 01-23-01

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

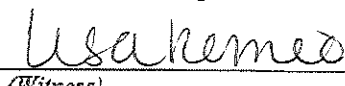
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of February, 2023


(Witness)


(Witness)

Con-Tech Construction Technology, Inc.

(Principal)


(Title) Antonietta Carino, President
Liberty Mutual Insurance Company

(Surety)


(Title) Frank DiPresso, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

init.

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081110

ACKNOWLEDGMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

COUNTY OF Putnam

SS:

On this 8th day of March, 2023, before me personally came Antonieta Carino, to me known, who, being by me duly sworn, did depose and say that (s)he resides at Katonah, NY; that (s)he is the President of Con-Tech Construction Technology, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was an affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

My commission expires 4/28/2024

Lisa Romeo
Notary Public

ACKNOWLEDGMENT OF SURETY

Lisa Romeo
Notary Public, State of New York
Reg. No. 01R06186114
Qualified in Putnam County
Commission Expires April 28, 2024

STATE OF NEW YORK

SS:

COUNTY OF SUFFOLK

On this 3rd day of February, 2023, before me personally came **Frank DiPresso**, to me known, who, being by me duly sworn, did depose and say that (s)he is an Attorney-In-Fact of **Liberty Mutual Insurance Company** the corporation described in and which executed the within instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that (s)he signed and said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 8/15/26

Susan P. Hammel
Notary Public

SUSAN P. HAMMEL
Notary Public, State of New York
No. 01HA5031962
Qualified in Westchester County
Commission Expires Aug. 15, 2026





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198093-837051**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frank DiPresso; Susan P. Hammel; Wynne Nowland

all of the city of Melville state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits	\$2,234,770,744	Unearned Premiums	\$9,106,965,847
*Bonds — U.S Government	4,250,615,811	Reserve for Claims and Claims Expense	25,279,158,493
*Other Bonds	16,983,165,862	Funds Held Under Reinsurance Treaties	315,537,902
*Stocks	20,075,458,019	Reserve for Dividends to Policyholders	1,726,291
Real Estate	182,250,567	Additional Statutory Reserve	139,634,000
Agents' Balances or Uncollected Premiums	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	120,173,987	Other Liabilities	8,638,106,801
Other Admitted Assets	14,076,622,575	Total	\$43,481,129,334
Total Admitted Assets	<u>\$65,530,745,401</u>	Special Surplus Funds	\$178,192,363
		Capital Stock	10,000,075
		Paid in Surplus	11,804,736,755
		Unassigned Surplus	10,056,686,874
		Surplus to Policyholders	22,049,616,067
		Total Liabilities and Surplus	<u>\$65,530,745,401</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T. Mikolajewski

Assistant Secretary

2023 SCATTERED SIDEWALK / CATCH BASIN REPAIR CONTRACT
Bid Proposal Sheet - Bid No. RFB-COP-01-23-01

REF.	ITEM DESCRIPTION	UNIT	EST. QTY.	2023 UNIT PRICE	2023 AMOUNT
1	REGULATE/SAFETY of traffic, mobilization/demobilization - included in main item cost - NOT A PAY ITEM	N/A	N/A		
2	Concrete curb per lineal ft. (6" thick)	LF	500	63.00	31,500.00
3	Concrete curb per lineal ft. (8" thick NYS DOT spec)	LF	100	78.75	7,875.00
4	Concrete curb cleated per lineal foot (where minor transitions are needed - 20 feet +/-)	LF	1,000	89.25	89,250.00
5	Concrete sidewalks (5" thick)	SF	5,000	33.60	168,000.00
6A	Concrete residential driveway ramp (6" thick)	SF	1,000	36.75	36,750.00
6B	Concrete commercial ramps (8" thick)	SF	1,000	39.90	39,900.00
6C	Concrete ADA ramp (6" thick) constructed to ADA guideline (paid as needed under curb, sidewalk, ramp, roadway items)	SF	1,000	47.25	47,250.00
6D	ADA 2'x4' TACTILE CAST IRON TILE WET SET - integral to the ADA ramp (price includes furnish/install) 24"x48" standard, wet set application. Sq. ft. price will be bid as actual requirements are not specified.	SF	200	94.50	18,900.00
6E	ADA 2'x4' TACTILE POLYMER TILE DRY SET - retrofit to existing ADA ramp adhesive application - AOE (price includes furnish/install) 24"x48" standard, not for wet set. Sq. ft. price will be bid as actual requirements are not specified.	SF	200	73.50	14,700.00
7A	Adjustable curb box complete-Mcdonald, Mueller or equal- w/rod, screw cap(remove exiting replace w/new, includes all excavation/back fill top and seed, all related work)	EA	2	315.00	630.00
7B	Adjustable curb box screw cap (remove exiting replace w/new) 2 hole	EA	10	315.00	3,150.00
7C	Curb box iron riser (5 1/4" drop lid) within concrete pour area	EA	10	945.00	9,450.00
7D	Curb box extension (riser with lid and set-screw) soil/grass area	EA	10	525.00	5,250.00
8	Rigid pavement restoration (asphalt over concrete)	SF	1,000	56.70	56,700.00
9A	Flexible pavement restoration (6" base course w/ 2" top course-8" minimum)	SF	1,000	52.50	52,500.00
9B	Driveway pavement restoration - residential (transition from new apron/ramp to existing driveway)	SF	1,000	31.50	31,500.00
10A	Catch basin top removal/replace (when basin top has to be adjusted to meet new grade & can be salvaged - compliment to items 10B,C)	EA	4	2,625.00	10,500.00
10B	Catch basin <u>Rebuild To 1-4 feet</u> (when basin meets new curb/walk & requires adjustment to new grade w/repair to bearing walls. Top removal/replace to new grade)	EA	4	4,725.00	18,900.00
10C	Catch basin <u>Rebuild To 4-8 feet</u> (when basin meets new curb/walk & requires adjustment to new grade w/repair to bearing walls. new top/walls below water line/sump, new outlet pipe. Top removal/replace to new grade)	EA	4	6,300.00	25,200.00
10D	Construct reinforced concrete gutter inlet (when CB top cannot be salvaged to complete 10B-10C)	EA	4	3,150.00	12,600.00
11A	Reset cast iron inlet 3-Piece where iron inlets meet new curb/walk, require new bearing course and reset or replace with new if City provides	EA	5	945.00	4,725.00
11B	Reset cast iron inlet 2-Piece where iron inlets meet new curb/walk, require new bearing course and reset or replace with new if City provides	EA	5	945.00	4,725.00
11C	Reset manhole frame and cover where iron meets new curb/walk and requires reset or replace with new if City provides	EA	5	945.00	4,725.00
	Vendor Name: <u>Con-Tech Construction Technology, Inc</u>			Page 1 of 3	

2023 SCATTERED SIDEWALK / CATCH BASIN REPAIR CONTRACT
Bid Proposal Sheet - Bid No. RFB-COP-01-23-01

REF.	ITEM DESCRIPTION	UNIT	EST. QTY.	2023 UNIT PRICE	2023 AMOUNT
11D.1	Provide new cast iron inlet 3-Piece (to be used with item 11A). Style per specifications.	EA	5	3,150.00	15,750.00
11D.2	Provide new cast iron inlet 3-Piece (to be used with item 11A). Style per specifications.	EA	5	3,150.00	15,750.00
11E	Provide new cast iron inlet 2-Piece (to be used with item 11B). Style per specifications.	EA	5	3,150.00	15,750.00
11F.1	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 16" to 20" – 4"	EA	5	2,625.00	13,125.00
11F.2	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 16" to 20" – 5" to 7"	EA	5	2,625.00	13,125.00
11F.3	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 16" to 20" – 8" to 10"	EA	5	2,625.00	13,125.00
11F.4	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 21" to 24" – 4"	EA	5	2,625.00	13,125.00
11F.5	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 21" to 24" – 5" to 7"	EA	5	2,625.00	13,125.00
11F.6	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 21" to 24" – 8" to 10"	EA	5	2,625.00	13,125.00
11F.7	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 25" to 30" – 4"	EA	5	2,625.00	13,125.00
11F.8	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 25" to 30" – 5" to 7"	EA	5	2,625.00	13,125.00
11F.9	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 25" to 30" – 8" to 10"	EA	5	2,625.00	13,125.00
11F.10	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 31" to 36" – 4"	EA	5	2,625.00	13,125.00
11F.11	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 31" to 36" – 5" to 7"	EA	5	2,625.00	13,125.00
11F.12	Provide manhole frame and cover to be used with item 11C per specifications. MH Diameter – Frame Height 31" to 36" – 8" to 10"	EA	5	2,625.00	13,125.00
12A	Furnish and install <u>new</u> brick pavers on rigid base	SF	250	52.50	13,125.00
12B	Remove & replace <u>existing</u> brick pavers on rigid base	SF	250	31.50	7,875.00
13A	Furnish and install <u>new</u> brick pavers on flexible base	SF	250	36.75	9,187.50
13B	Remove & replace <u>existing</u> brick pavers on flexible base	SF	250	26.25	6,562.50
14A	Furnish & install <u>new</u> granite, bluestone curb	LF	250	157.50	39,375.00
14B	Remove & Replace <u>existing</u> granite, bluestone curb	LF	250	105.00	26,250.00
15A	Furnish and install <u>new</u> bluestone/slate walks on rigid base	SF	500	78.75	39,375.00
15B	Remove and replace <u>existing</u> bluestone/slate walks on rigid base	SF	500	63.00	31,500.00
16A	Furnish and install <u>new</u> bluestone/slate walks on flexible base	SF	500	63.00	31,500.00
16B	Remove and replace <u>existing</u> bluestone/slate walks on flexible base	SF	500	52.50	26,250.00
	Vendor Name: <u>Con-Tech Construction Technology, Inc</u>			Page 2 of 3	

2023 SCATTERED SIDEWALK / CATCH BASIN REPAIR CONTRACT
Bid Proposal Sheet - Bid No. RFB-COP-01-23-01

REF.	ITEM DESCRIPTION	UNIT	EST. QTY.	2023 UNIT PRICE	2023 AMOUNT
17	Select granular fill for large grade transitions as authorized by the Engineer (Item 4 SF) NYS DOT Item 304.03 Type 2 sub-base per ton (stone sub-base for sidewalk/driveway covered within sidewalk/driveway items)	TON	500	126.00	63,000.00
18A	Demolition of existing surface where required w/replacement of topsoil and seed (where concrete, asphalt, or roadway may be removed w/grass restored)	SF	1,000	8.40	8,400.00
18B	Topsoil and seeding beyond adjacent areas of work or where grade has to be adjusted beyond normal work limits (greater than 3 feet beyond edge of new work - where quality topsoil & seed is required to make transitions no gravel)	SF	2,000	5.25	10,500.00
19	Test Pit - AOB E including Sawcutting, Excavation, and Backfill complete	CY	50	300.00	15,000.00
20	Rock Excavation - AOB E including loading and disposal	CY	50	485.00	24,250.00
Total:				2023 Total	\$1,251,580.00

Notes: 1. The City reserves the right to delete any item(s) from contract
2. The listed quantities may be increased or decreased

Vendor Name: Con-Tech Construction Technology, Inc
Address: 1961 Route 6 Suite R -3
Carmel, NY 10512
Contact Person: Antonietta Carino, President
Phone: 914-455-3100 / 914-906-3533 - Cell
Email: contech03@gmail.com / Pcarino@contechconstruct.com

SCATTERED SIDEWALK PROGRAM REPAIR
AND RESTORATION
RFB-COP-01-23-01

Bid Addendum Acknowledgement Sheet

All addenda, the receipts of which are hereby acknowledged by inserting the dates of each addendum next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid.

Receipt of Addendum:

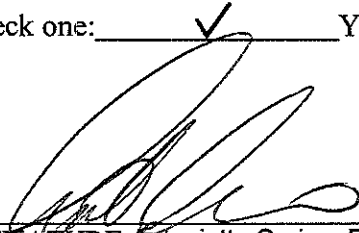
Addendum No. 1	February 13, 2023
Addendum No. 2	March 3, 2023
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	

City of Poughkeepsie
Apprenticeship Program Requirement

"The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of \$100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law and shall provide the City of Poughkeepsie with satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding;"

Attached is evidence of an approved apprenticeship program registered by the NYS Department of Labor.

Check one: ✓ YES NO



SIGNATURE Antonietta Carino, President

March 8, 2023

DATE

Con-Tech Construction Technology, Inc

COMPANY NAME

914-455-3100
914-906-3533 - Cell

TELEPHONE

CITY OF POUGHKEEPSIE
Purchasing Department
BID PROPOSAL FORM

Bid submitted by: Con-Tech Construction Technology, Inc
1961 Route 6 Suite R -3
Carmel, NY 10512

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:



Antonietta Carino, President

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed



By Antonietta Carino, President
(President)

Dated March 8, 2023

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Corporation organized under the laws of the State of New York."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

_____."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

_____."

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

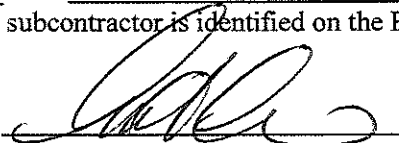
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under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

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

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

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

I, Antionietta Carino, being duly sworn, deposes and says that he/she is
the President of the Con-Tech Construction Technology, Inc Corporation and that
neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this

8th day of March 2020

Notary Public: Lisa Romeo

Lisa Romeo
Notary Public, State of New York
Reg. No. 01R06186114
Qualified in Putnam County
Commission Expires April 28, 2024

REFERENCES (PLEASE FILL OUT)

Please See Attached

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

SECTION 3 REQUIREMENTS

Section 3 requires that, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the Section 3 area, and that contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in or owned in substantial part by persons residing in the Section 3 area. Section 3 also requires that the recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment, and contracting in connection with Section 3 covered project.

Program participants and contractors must:

- A. make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project; i.e. targeted recruitment and selection of Section 3 area residents for available positions through local advertising media, signs placed at the proposed site for the project, and community organization and public or private institutions operating within or serving the project area such as Youth Resource Development Corporation (YRDC), and the New York State Job Services of the New York State Department of Labor.
- B. make a good faith effort to award contract to Section 3 business concerns for work in connection with the project; i.e. implementation of an Affirmative Action Plan which includes targets for the number and dollar value of contracts awarded to Section 3 business concerns.
- C. Keep records and submit report to HUD, via the City of Poughkeepsie, documenting the good faith efforts and the results of these actions; i.e. letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; copies of Affirmative Actions Plans.

You will be required to submit as part of your bid submission an Affirmative Action Plan which identifies the following:

- A. The number of training positions to be used on the job, if any, the number that will be filled by residents;
- B. The number of positions, by skill level, required to plan and implement the work to be done on the job, and determine how many of the positions are currently filled and which are not filled by regular permanent employees; and establish a target within each category for the number of positions to be filled by Section 3 area residents.
- C. Develop and maintain records and reports that include actions taken and their results, such as, but not limited to:
 - 1. Copies of all advertisements for training and employment,
 - 2. A list of Section 3 residents who applied for, or otherwise expressed interest in, training positions or employment,
 - 3. Documentation of pre-construction conferences,
 - 4. Copies of correspondence to community organizations informing them of Section 3.

We have included in this section various forms and fact sheets to help you implement these Section 3 requirements.

AFFIRMATIVE ACTION PLAN

To ensure equal opportunity in hiring and employment for all work of the contract, ALL contractors and subcontractors agree to take the following actions:

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

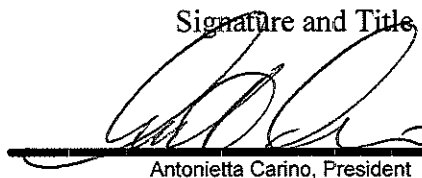
Furthermore, this contractor has agreed that, to the greatest extent feasible, opportunities for training and employment will be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to business concerns which are located in, or owned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

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

Con-Tech Construction Technology, Inc hereby agrees to abide by the
(Name or Firm)

provisions of this Affirmative Action Plan.

Signature and Title

 President
Antonietta Carino, President

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Con-Tech Construction Technology, Inc
1961 Route 6 Suite R-3
Carmel, NY 10512

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. ☒ Yes ☐ No

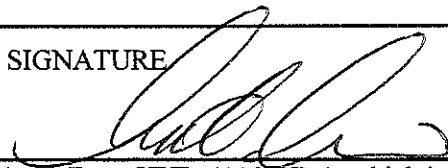
2. Compliance reports were required to be filed in connection with such contract or subcontract. ☒ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100. ☒ Yes ☐ No ☐ None Required

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please Type) Antonietta Carino, President

SIGNATURE



DATE

March 8, 2023

"THE SECTION 3 CLAUSE"

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 7101u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set for the 24 Park CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not contract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ESTIMATED PROJECT WORK FORCE BREAKDOWN
Will Provide Upon Low Bid Status

Job Category	Total Estimated Positions Needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsg. Sales/Rental Mgmt				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 area whose family income does not exceed 90% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located.

Company **Con-Tech Construction Technology, Inc**

Project Name **Scattered Sidewalk Program Repair and Restoration**

Project Number **RFB-COP-01-23-01**

Person Completing Form **Antonietta Carino, President**

Date **March 8, 2023**

ACTUAL PROJECT WORK FORCE BREAKDOWN
Will Provide Upon Low Bid Status

Type of Contract (Business or Profession)	Total Number	Total Approximate Dollar Amount	Estimated Number of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company **Con-Tech Construction Technology, Inc**

Project Name **Scattered Sidewalk Program Repair and Restoration**

Project Number **RFB-COP-01-23-01**

Person Completing Form **Antonietta Carino, President**

Date **March 8, 2023**

PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

Will Provide Upon Low Bid Status

Type of Contract (Business or Profession)	Total Number	Total Approximate Dollar Amount	Estimated Number of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company Con-Tech Construction Technology, Inc

Project Name Scattered Sidewalk Program Repair and Restoration

Project Number RFB-COP-01-23-01

Person Completing Form Antonietta Carino, President

Date March 8, 2023

SECTION 3 BUSINESS UTILIZATION

PROJECT NUMBER: **RFB-COP-01-23-01**

TOTAL DOLLAR AMOUNT OF CONTRACT:

NAME OF PRIME CONTRACTOR: **Con-Tech Construction Technology, Inc**

ADDRESS: **1961 Route 6 Suite R -3, Carmel, NY 10512**

FEDERAL IDENTIFICATION NUMBER: **13-4232963**

Will Provide Upon Low Bid Status

NAME OF SUBCONTRACTOR	SECTION 3 BUSINESS	ADDRESS AND PHONE NUMBER	TRADE/SERVICE OR SUPPLY	CONTRACT AMOUNT	AWARD DATE	COMPETITIVE OR NEGOTIATED BID	FEDERAL IDENTIFICATION NO.

* Check if a Section 3 business concern

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES \$ ____.

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same metropolitan area or non-metropolitan county as the Project.



**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**

**RFB-COP-01-23-01
Scattered Sidewalks**

ADDENDUM NO. 1

February 13, 2023

This addendum contains the following:

- Bid Tab from prior bid in 2022

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum# 1

Signed: 

Company Name: Con-Tech Construction Technology, Inc

[Faint, illegible handwritten text]



**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**

**RFB-COP-01-23-01
Scattered Sidewalks**

ADDENDUM NO. 2

March 3, 2023

This addendum contains the following:

- Questions & Answers

Q1: Please confirm that pollution liability and professional liability are required for the referenced project based on the scope of work.

A1: Pollution or professional liability will not be required.

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum# 2

Signed: _____

Company Name: Con-Tech Construction Technology, Inc

**WESTCHESTER PUTNAM COUNTIES HEAVY & HIGHWAY LABORERS
BENEFIT FUNDS
PENSION – WELFARE – ANNUITY – LEGAL – TRAINING
LOCAL 60**

**Union Trustees
Anthony Ascencao
Michael Moreira
Jacinto Fragoso**

**140 BROADWAY
HAWTHORNE, N.Y. 10532
Tel: (914) 769-2440
Fax: (914) 769-4023**

**Employer Trustees
Ross Pepe
George Pacchiana
William Mascetta**

April 12th, 2022

CON-TECH CONSTRUCTION TECHNOLOGY
1961 ROUTE 6, SUITE R-3
CARMEL, NY 10512

To Whom It May Concern:

This letter serves as verification that the Laborers' Local 60 Apprenticeship program is approved by the NYS Department of Labor. Our Sponsorship number is 82355 and ATP code is 18514.

Please be advised that the above contractor, CON-TECH CONSTRUCTION TECHNOLOGY, is a signatory contractor with Laborers' Local 60, has satisfied their union benefit fund obligations through February 26, 2022 based on remittance reports submitted by the company and is current with Local 60 Benefit Funds, and has access to our apprenticeship program.

If there is need for any further information, please do not hesitate to contact this office.

Sincerely,



Michael Cruz
Laborers' Local 60 Apprenticeship Coordinator

LABORERS'
INTERNATIONAL
UNION OF
NORTH AMERICA
LOCAL 235

LiUNA!



41 KNOLLWOOD ROAD • ELMSFORD, NY 10523
TEL: (914) 592-3020 • FAX: (914) 592-3597

November 28, 2022

To whom it may concern,

Contech Construction Technology is signatory to Laborers' International Union of North America Local 235, therefore, Contech is affiliated with Laborers' Local 235 apprentice program.

Sincerely,

A handwritten signature in black ink, appearing to read "Dario Boccarossa".

Dario Boccarossa
Business Manager
Secretary-Treasurer

INTERNATIONAL UNION OF OPERATING ENGINEERS

Welfare – Pension – Annuity – Apprenticeship

Local Union No. 137, 137A, 137B, 137C, and 137R
1360 PLEASANTVILLE ROAD, BRIARCLIFF MANOR, NY 10510

Employer Trustees
JOHN T. COONEY, JR.
MARK R. FANTE
RICHARD T. LOMBARDI

Telephone # (914) 762-1268 - Fax: (914) 762-7034

Union Trustees
JEFFREY J. LOUGHLIN
MICHAEL S. MILLER
JAMES H. SASSO

April 13, 2022

CON-TECH CONST. TECHNOLOGY INC
1961 ROUTE 6
SUITE R-3
CARMEL, NY 10512

To Whom It May Concern:

This letter serves as verification that the Local 137 Apprenticeship program is approved by both the US Department of Labor and the NYS Department of Labor since 1961. We are in compliance with Article 23 of the New York Labor Law. Our sponsor number is 82311 and ATP code is 18285. Our trade classification is Operating Engineer (Universal Equipment).

Please be advised that CON-TECH CONST. TECHNOLOGY INC, 1961 ROUTE 6, CARMEL, NY 10512 is a signatory contractor with Local 137 Operating Engineers and has access to our apprenticeship training program.

If there is need for any further information or clarification please do not hesitate to contact this office.

Sincerely,


Joseph Schneider
Training Director

Davis Bacon Wage Schedule

"General Decision Number: NY20230007 02/24/2023

Superseded General Decision Number: NY20220007

State: New York

Construction Types: Building, Heavy and Highway

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

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

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

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

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023
3	02/24/2023

ASBE0040-003 05/01/2022

SULLIVAN AND ULSTER COUNTIES

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

ASBE0091-002 05/30/2022

DUTCHESS AND ORANGE COUNTIES

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

BOIL0005-001 01/01/2021

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

FOOTNOTE:

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

BRNY0005-001 06/01/2022

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

CARP0279-005 07/01/2021

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION		
Carpenters, Millwrights,		

Pile Drivers.....	\$ 39.04	28.38
HEAVY & HIGHWAY CONSTRUCTION Carpenters, Millwrights, Pile Drivers.....		
	\$ 39.04	28.38

* CARP0740-002 07/01/2022

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 45.50	41.86

CARP1556-005 07/01/2022

DUTCHESS AND ORANGE COUNTIES

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

ELEC0363-001 04/01/2022

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

FOOTNOTE:

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

ELEC1249-002 05/02/2022

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

Groundman Truck Driver		
(Tractor Trailer Unit).....	\$ 40.96	7%+34.90
Lineman and Technician.....	\$ 48.19	7%+36.90
Mechanic.....	\$ 38.55	7%+34.90

PAID HOLIDAYS:

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

ELEC1249-004 05/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Groundman Truck driver.....	\$ 43.76	7%+34.40
Lineman and Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Substation:		
Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable		

installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Cable Splicer.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

FOOTNOTE:

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

ELEC1249-005 05/06/2019

SULLIVAN COUNTY

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

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day,

Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-008 01/01/2022

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

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

ELEV0138-001 01/01/2023

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

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

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

GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

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

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

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

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist;
crane & hoist engineer-steel (concrete, material, super
structure sub- structure); derrick (stone-steel); elevator
& cage; hoist- single/double or triple drum; hoist-portable
mobile unit; hoist engineer-concert (crane-derrick-mine
hoist); hoist engineer- material; overhead crane; power
house plant; telephies (cableway); whirly; maintenance
engineer; Lull hilift or similar; hydraulic crane 25 ton
and over; cherry picker 25 tons and over; backhoe Oliver
88; fordson; dynahoe; dual purpose and similar machines;
Barber Green Loader-euclid loader or similar type; conway
or similar mucking macking machines; dragline; gradall;
shovel; backhoe etc. (crawler or truck); front end loaders;
hydraulic boom; jersey spreader; lift slab console;
letournequ or tounapull (scrapers over 20 yds struck);
mucking machines; pavement breaker (air ram); paver
(concrete); road boring machine; road mix machines; ross
carrier and similar machines; post hole digger; shovel
(tunnels); side boom; spreader (asphalt);
scoopmobile-tractor-shovel over 1 1/2 yds. trenching
machines vermeer concrete saw trencher and similar; tractor
type demolition equipment; winch truck (a frame); hydraulic
crane over 10 ton up to 25 ton); cherry picker over 10 ton
up to 25 ton)

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

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

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

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

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

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

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

 ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

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

GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

GROUP 1-B: Road Paver, Asphalt

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

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

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

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

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

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

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

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

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

NOTES:

Loader Operator (over 5 cu yds) .50

Shovel Operators (over 4 cu yd) 1.00

Hazmat premium over regular rate 20%

CRANES:

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

149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

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

ENGI0158-006 07/01/2022

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

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 47.81	30.74
1.....	\$ 49.06	30.74
2.....	\$ 50.06	30.74
GROUP A.....	\$ 47.32	30.74
GROUP B.....	\$ 46.30	30.74
GROUP C.....	\$ 43.40	30.74

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP A(1): Crane Premiums

1 over 150' :add \$1.00

2 over 200': add \$2.00

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

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

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

ENGI0158-018 07/01/2022

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

Rates

Fringes

Power Equipment Operator
HEAVY & HIGHWAY

GROUP 1.....	\$ 49.42	29.55
GROUP 2.....	\$ 48.51	29.55
GROUP 3.....	\$ 45.94	29.55
GROUP 4.....	\$ 53.42	29.55
GROUP 5.....	\$ 52.42	29.55
GROUP 6.....	\$ 51.42	29.55
GROUP 7.....	\$ 51.03	29.55

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

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

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

Winch, Winch Cat

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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

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

ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

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

NOTES:

Hazmat Premium 20%
Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);
utograde-Pavement-Profiler (CMI and Similar
Types);Autograde Slipform Paver (CMI and Similar Types);
Backhoe; Central Power Plants (all types); Concrete Paving
Machine (s-240 and Similar Types); Cranes (All Types,

Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

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

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite

Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

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

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

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

the holiday occurs.

ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK		
ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILOSTATIC MAINLINES AND		
TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

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

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

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

TANK ERECTION CLASSIFICATIONS

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

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

GROUP 3: Helicopter Pilot Engineer.

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

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided

the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

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

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Helicopter Pilot

FOOTNOTE:

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

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

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

 * LABO0017-002 06/01/2019

	Rates	Fringes
LABORER		
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)		
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15
ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 48.05	29.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi

building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pumpcrete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding; * asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

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

BUILDING CLASSIFICATIONS

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

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

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striping, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices,

placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

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

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

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement;

when protective equipment and clothing are not required.

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

FOOTNOTE:

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

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

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

LAB00235-003 05/01/2016

DUTCHESS COUNTY

	Rates	Fringes

Laborers:

BUILDING CONSTRUCTION

GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

LABORERS CLASSIFICATIONS (BUILDING)

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

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2"" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LAB00235-005 05/01/2018

DUTCHESS COUNTY

	Rates	Fringes

Laborers:

HEAVY & HIGHWAY

GROUP 1.....	\$ 24.40	29.75+a
GROUP 2.....	\$ 28.16	29.75+a
GROUP 3.....	\$ 29.16	29.75+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

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

FOOTNOTE:

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

PAIN0009-004 11/01/2022

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

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

PAIN0155-003 05/01/2021

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

PAIN0806-008 10/01/2022

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

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

PLUM0021-005 05/01/2022

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

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

PLUM0373-002 05/01/2022		

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

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

PLUM0373-003 05/01/2022		

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

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

ROOF0008-002 05/01/2022		

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

SFNY0669-002 01/01/2023		

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

SHEE0038-001 07/01/2022		

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

TEAM0445-001 05/01/2019		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.25	35.55+a

GROUP 1A.....	\$ 34.39	35.55+a
GROUP 2.....	\$ 32.69	35.55+a
GROUP 3.....	\$ 32.47	35.55+a
GROUP 4.....	\$ 32.36	35.55+a
GROUP 5.....	\$ 32.24	35.55+a

FOOTNOTE:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISIO"

State Wage Schedule



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Poughkeepsie

Shirley Davison, Purchasing Agent
62 Civic Center Plaza
Poughkeepsie NY 12601

Schedule Year 2022 through 2023
Date Requested 01/27/2023
PRC# 2023001053

Location Various locations within city
Project ID# RFB-COP 0-23-01
Project Type This contract consists of repair and restoration of hazardous sidewalks, curbs, aprons, ramps ADA mats and related work

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 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Poughkeepsie

Shirley Davison, Purchasing Agent
62 Civic Center Plaza
Poughkeepsie NY 12601

Schedule Year 2022 through 2023
Date Requested 01/27/2023
PRC# 2023001053

Location Various locations within city
Project ID# RFB-COP 0-23-01
Project Type This contract consists of repair and restoration of hazardous sidewalks, curbs, aprons, ramps ADA mats and related work

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. 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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Dutchess County General Construction

Boilermaker

01/01/2023

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

SUPPLEMENTAL BENEFITS

Per Hour:

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

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

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

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	32% of Hourly
	Wage Paid Plus
	Amount Below

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

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

4-5

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2022

Building:	
Millwright	\$ 45.50
	+ 8.17*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.51

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

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

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

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

8-740.2

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 34.45
+ 3.25*

*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

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

*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.55

8-2287D&O

Carpenter	01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 73.03
+ 9.54*

Marine Tender \$ 62.11
+ 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 44.54

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 24.60 + 5.05*
2nd year	30.20 + 5.05*
3rd year	38.58 + 5.05*
4th year	56.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

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

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional	07/01/2025 Additional
Base Wage	\$ 34.68 + 4.80*	\$ 2.10**	\$ 2.16**	\$ 2.23**
Applies to Diver (Wet):				
Base Wage	\$ 50.00 + 4.80*	2.10**	2.16**	2.23**

*For all hours paid straight or premium.

**To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 30.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

	1st	2nd	3rd	4th	5th
07/01/2022	\$ 17.34 +2.57*	\$ 20.81 +2.57*	\$ 22.54 +2.57*	\$ 24.28 +2.57*	\$ 27.74 +2.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

Apprentices (all terms)

07/01/2022 \$ 16.33

11-279.2B/H&H

Electrician

01/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2022	04/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 48.00 +9.00*	\$ 49.50 + 9.00*	\$ 50.50 + 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 56.32 + 9.00*	\$ 58.08 + 9.00*	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$ 63.09 + 9.00*	\$65.06 + 9.00*	\$66.35 + 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80 +1.00*	\$ 18.40 +1.00*	\$ 23.00 +1.50*	\$ 27.60 +2.00*	\$ 32.20 +2.50*	\$ 34.50 +2.50*
2nd Shift	16.19 +1.00*	21.59 +1.00*	26.99 +1.50*	32.38 +2.00*	37.78 +2.50*	40.48 +2.50*
3rd Shift	18.14 +1.00*	24.18 +1.00*	30.23 +1.50*	36.28 +2.00*	42.32 +2.50*	45.35 +2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.87 +1.50*	33.44 +2.00*	39.01 +2.50*	41.80 +2.50*
3rd Shift	18.73 +1.00*	24.97 +1.00*	31.22 +1.50*	37.46 +2.00*	43.70 +2.50*	46.83 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +1.00*	22.77 +1.00*	28.47 +1.50*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +1.00*	25.49 +1.00*	31.87 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +0.50*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +0.50*	22.77 +1.00*	28.47 +1.00*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +0.50*	25.49 +1.00*	31.87 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022

1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

Electrician

01/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

Per hour:

Electrician Wireman/ Technician Electrical/Technician Projects under \$ 250,000.00	07/01/2022	04/01/2023	04/01/2024
	\$ 44.00	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 48.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.00*	+ 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 51.62	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 56.32	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.00*	+ 9.50*

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 57.83	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 63.09	\$ 65.06	\$ 66.35
	+ 9.00*	+ 9.00*	+ 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80	\$ 18.40	\$ 23.00	\$ 27.60	\$ 32.20	\$ 34.50
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.19	21.59	26.99	32.38	37.78	40.48
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.14	24.18	30.23	36.28	42.32	45.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.87	33.44	39.01	41.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.73	24.97	31.22	37.46	43.70	46.83
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022

1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

Elevator Constructor

01/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2022	01/01/2023
Mechanic	\$ 64.63	\$ 67.35
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

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

SUPPLEMENTAL BENEFITS

Per hour	07/01/2022	01/01/2023
Journeyman/Helper	\$ 36.885*	\$ 37.335*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

Glazier	01/01/2023

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2022	11/01/2022
Glazier	\$ 59.59	\$ 60.34
*Scaffolding	61.55	62.55
Glass Tinting & Window Film	30.11	30.11
**Repair & Maintenance	30.11	30.11

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

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

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2022	11/01/2022
Journeyworker	\$ 37.55	\$ 38.05
Glass tinting & Window Film	22.01	22.01
Repair & Maintenance	22.01	22.01

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2022	11/01/2022
1st term	\$ 21.15	\$ 21.45
2nd term	29.07	29.45
3rd term	35.20	35.65
4th term	47.38	47.98

Supplemental Benefits:

(Per hour)

1st term	\$ 17.15	\$ 17.35
2nd term	24.42	24.67
3rd term	27.06	27.36
4th term	32.15	32.55

8-1087 (DC9 NYC)

Insulator - Heat & Frost	01/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2022	05/31/2023
Insulator	\$ 58.25	+ \$ 2.00
Discomfort & Additional Training**	61.30	+ \$ 2.00
Fire Stop Work*	31.15	+ \$ 2.00

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 36.10
Discomfort & Additional Training	38.09
Fire Stop Work: Journeyworker	18.41

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.15	\$ 36.56	\$ 41.98	\$ 47.41

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 32.67	\$ 38.39	\$ 44.12	\$ 49.85

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 18.41
2nd term	21.94
3rd term	25.48
4th term	29.03

Discomfort & Additional Training Apprentices:

1st term	\$ 19.41
2nd term	23.14
3rd term	26.88
4th term	30.62

8-91

Ironworker

01/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2022	07/01/2023 Additional
Structural	\$ 51.38	\$ 2.34*
Reinforcing*	51.38	2.34*
Ornamental	51.38	2.34*
Chain Link Fence	51.38	2.34*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	65.79
3rd Shift	70.59

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 42.71

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	35.34	41.44	47.53	53.61
3rd Shift	38.56	44.97	51.38	57.77

Supplemental Benefits per hour:

1st year	\$ 36.71
2nd year	37.91
3rd year	39.11
4th year	40.31

11-417

Laborer - Building

01/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2022
Premium	\$ 45.30

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.65
Shift	38.61

OVERTIME PAY

See (B, E, E5, Q) on OVERTIME PAGE

HOLIDAY

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 22.22
2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

Apprentices	\$ 27.03
Shift	32.71

11-17tox B

Laborer - Building

01/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

07/01/2022

GROUP # 1	\$ 38.65*
GROUP # 2	40.80*

*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 27.15

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour: 07/01/2022

1000 Hour terms

1st term	\$ 27.07
2nd term	30.89
3rd term	34.72
4th term	38.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms	\$ 22.20

8-235

Laborer - Heavy&Highway**01/01/2023**

JOB DESCRIPTION Laborer - Heavy&Highway**DISTRICT 8****ENTIRE COUNTIES**

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalers, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour 07/01/2022

Group I:	\$ 46.95
Group II:	45.60
Group III:	45.20
Group IV:	44.85
Group V:	44.50
Group V(A):	38.15
Group VI:	46.50

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022
Journeyman	\$ 26.90

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

1st Term	\$ 27.07
2nd Term	30.89
3rd Term	34.72
4th Term	38.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour:

All Terms \$ 22.20

8-235h

Laborer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION(Five feet or more outside of building foundation line)

WAGES:(per hour)	07/01/2022	06/01/2023	06/01/2024 Additional
Class 3	\$ 47.75	\$ 49.40	\$ 2.45*

* To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.53	\$ 32.28
Shift	37.09	37.96

OVERTIME PAY

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

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays, Two and one Half Benefits for all hours worked.

***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2022
1st term	\$ 22.22

2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

All Terms Regular	\$ 27.03
All Terms Shift Rate	31.57

11-17tox HH

Laborer - Tunnel

01/01/2023

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)

	07/01/2022
Class 1	\$ 53.45
Class 2	55.60
Class 4	62.00
Class 5	44.80

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 34.45
Benefit 2	51.60
Benefit 3	68.75

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

01/01/2023

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

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

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

SUPPLEMENTAL BENEFITS

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90	\$ 26.40	\$ 26.90

*plus 7% of
the hourly
wage paid

*plus 7% of
the hourly
wage paid

*plus 7% of
the hourly
wage paid

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

6-1249a

Lineman Electrician - Teledata

01/01/2023

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).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

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

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

1ST SHIFT
2ND SHIFT
3RD SHIFT

REGULAR RATE
REGULAR RATE PLUS 10%
REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

01/01/2023

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

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

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

A flagger's duties shall consist of traffic control only.
(Ref #14.01.02)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 49.47	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	49.47	50.60	51.82
Certified Welder	51.94	53.13	54.41
Digging Machine	44.52	45.54	46.64
Tractor Trailer Driver	42.05	43.01	44.05
Groundman, Truck Driver	39.58	40.48	41.46
Equipment Mechanic	39.58	40.48	41.46
Flagman	29.68	30.36	31.09

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

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

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

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

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

SUPPLEMENTAL BENEFITS

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249aReg8LT

Lineman Electrician - Tree Trimmer**01/01/2023**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

*NOTE- Rate effective 12/31/2022: \$14.20

SUPPLEMENTAL BENEFITS

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

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building**01/01/2023**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages: 07/01/2022

Marble Cutters & Setters \$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 38.27

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81
									9-7/4

Mason - Building

01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2022 06/01/2023

Bricklayer	\$ 43.94	\$ 45.00
Cement Mason	43.94	45.00
Plasterer/Stone Mason	43.94	45.00
Pointer/Caulker	43.94	45.00

Additional \$1.00 per hour for power saw work

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

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

Irregular work day requires 15% premium

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.44 \$ 37.39

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5du-b

Mason - Building

01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2022	12/05/2022	06/05/2023

Building:

Additional

Tile, Marble,& Terrazzo

Mechanic/Setter	\$ 56.42	\$ 56.96	\$ 0.64

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 22.66* + \$7.67	\$ 22.76* + \$7.67

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022									
\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33
12/05/2022									
\$21.47	\$26.39	\$33.60	\$38.52	\$42.06	\$45.47	\$49.05	\$53.96	\$56.77	\$60.90

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022									
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*
+\$0.69	+\$0.74	+\$0.84	+\$0.88	+\$1.28	+\$1.33	+\$1.70	+\$1.75	+\$5.90	+\$6.42
12/05/2022									
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$0.71	+\$0.76	+\$0.86	+\$0.90	+\$1.32	+\$1.37	+\$1.76	+\$1.81	+\$5.96	+\$6.51

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022									
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73
12/05/2022									
\$20.72	\$24.92	\$27.01	\$31.22	\$34.05	\$37.76	\$41.11	\$44.32	\$46.01	\$49.65

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18
12/05/2022									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.66*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.70	+\$0.74	+\$0.79	+\$0.83	+\$1.24	+\$1.28	+\$1.67	+\$1.71	+\$6.27	+\$6.36

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

9-7/52B

Mason - Building **01/01/2023**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour: 07/01/2022 12/05/2022 06/05/2023

Building Additional

Tile, Marble, &
Terrazzo Finisher \$ 46.38 \$ 46.78 \$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour \$ 19.76* \$ 19.91*
+ \$ 7.54 + \$ 7.54

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

OVERTIME PAY

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

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88B-tf

Mason - Heavy&Highway

01/01/2023

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2022

06/01/2023

Bricklayer	\$ 44.44	\$ 45.50
Cement Mason	44.44	45.50
Marble/Stone Mason	44.44	45.50
Plasterer	44.44	45.50
Pointer/Caulker	44.44	45.50

Additional \$1.00 per hour for power saw work

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

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

Irregular work day requires 15% premium

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 36.44	\$ 37.39

OVERTIME PAY

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

All Others See (B, E, Q)

HOLIDAY

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

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

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

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5du-H/H

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

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

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

Wages:(Per Hour) 07/01/2022

Building Construction:

Party Chief	\$ 76.64
Instrument Man	60.50
Rodman	40.64

Steel Erection:

Party Chief	79.41
Instrument Man	62.85
Rodman	43.48

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

Party Chief	84.60
Instrument man	63.79
Rodman	54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Building Construction \$ 26.69* +\$ 7.40

Steel Erection 27.29* +\$ 7.40

Heavy Construction 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:
16.45

OVERTIME PAY

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

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

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

HOLIDAY

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

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

9-15Db

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

GROUP I:

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

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

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

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

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

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

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

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

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

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

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

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2022	03/06/2023	03/04/2024
GROUP I			
Cranes- up to 49 tons	\$ 65.03	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	67.28	68.53	69.77
Cranes- 100 tons and over	76.77	78.21	79.64
GROUP I-A	56.97	58.01	59.04
GROUP I-B	52.52	53.48	54.41
GROUP II	54.98	55.98	56.97
GROUP III-A	52.97	53.94	54.88
GROUP III-B	50.44	51.35	52.25
GROUP IV-A	52.44	53.40	54.33
GROUP IV-B	44.38	45.17	45.94
GROUP V	47.83	48.69	49.53
Group VI-A	55.93	56.96	57.96
GROUP VI-B			
Utility Man	45.39	46.21	47.00

Warehouse Man	47.57	48.52	49.26

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 29.87	\$ 30.57	\$ 31.32

OVERTIME PAY

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

HOLIDAY

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

8-137B

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlyies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

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

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2022
Class # A1	\$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

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

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

SUPPLEMENTAL BENEFITS

Per hour

07/01/2022

Journeyman

\$ 30.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms \$ 25.85

1-158 Alb

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),

Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

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

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

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

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

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

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

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

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

WAGES: Per hour:	07/01/2022	03/06/2023	03/04/2024
Group I	\$ 65.97	\$ 67.27	\$ 68.63
Group I-A	58.16	59.26	60.42
Group I-B	61.28	62.46	63.70
Group II-A	55.70	56.74	57.84
Group II-B	57.44	58.52	59.67
Group III	54.72	55.74	56.81
Group IV	49.74	50.63	51.57
Group IV-B	42.71	43.43	44.19
Group V			
Engineer All Tower, Climbing and			
Cranes of 100 Tons	74.73	76.24	77.82
Hoist Engineer(Steel)	67.67	69.01	70.41
Engineer(Pile Driver)	72.16	73.61	75.13
Jersey Spreader, Pavement Breaker (Air			
Ram)Post Hole Digger	56.99	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.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 32.60 up to 40 Hours	\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	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	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34
Supplemental Benefits per hour:			
	24.55	25.70	26.85

8-137HH

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Insertter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

07/01/2022

Master Mechanic	\$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

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

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 30.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms \$ 26.15

1-158H/H Alb

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

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

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

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2022

Party Chief	\$ 81.72
Instrument Man	61.43
Rodman	52.40

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
All Categories	
Straight Time:	\$ 25.25* plus \$7.15
Premium:	
Time & 1/2	\$ 37.88* plus \$7.15
Double Time	\$ 50.50* plus \$7.15
Non-Worked Holiday Supplemental Benefits:	\$ 16.45

OVERTIME PAY

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

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

HOLIDAY

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

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

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

WAGES: (per hour)

	07/01/2022	03/06/2023	03/04/2024
GROUP I	\$ 65.97	\$ 67.27	\$ 68.63
GROUP I-A	58.16	59.26	60.42
GROUP I-B	61.28	62.46	63.70
GROUP II-A	55.70	56.74	57.84
GROUP II-B	57.44	58.52	59.67
GROUP III	54.72	55.74	56.81
GROUP IV-A	49.74	50.63	51.57
GROUP IV-B	42.71	43.43	44.19
GROUP V-A			
Engineer-Cranes	74.73	76.24	77.82
Engineer-Pile Driver	72.16	73.61	75.13
Hoist Engineer	67.67	69.01	70.41
Jersey Spreader/Post			
Hole Digger	56.99	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:

\$ 32.60 up to 40 hours After 40 hours \$23.40 plus \$1.20 on all hours worked	\$ 33.75 up to 40 hours After 40 hours \$24.50 plus \$1.25 on all hours worked	\$ 34.85 up to 40 hours 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	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34

Supplemental Benefits per hour:

All terms	\$ 24.55	\$ 25.70	\$ 26.85

8-137Tun

Operating Engineer - Marine Dredging

01/01/2023

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

Operating Engineer - Survey Crew

01/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05

OVERTIME PAY

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

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05

OVERTIME PAY

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

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2023

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:

07/01/2022

Survey Classifications

Party Chief	\$ 46.44
Instrument Man	38.60
Rodman	33.64

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 21.60

OVERTIME PAY

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

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

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

9-15dconsult

Operating Engineer - Tunnel

01/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour: 07/01/2022

Master Mechanic \$ 52.60
CLASS A 50.19
CLASS B 48.97

CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

SUPPLEMENTAL BENEFITS

Per hour:

\$ 23.70
+ 9.35*

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

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter

01/01/2023

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2022

Brush/Paper Hanger	\$ 37.09
Dry Wall Finisher	37.09
Lead Abatement	37.09
Sandblaster-Painter	37.09
Spray Rate	38.09

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 25.29

OVERTIME PAY

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%**

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyworker's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.99
All others	25.29

1-155

Painter - Bridge & Structural Steel

01/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

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

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 10.90	\$ 11.78
	+ 30.60*	+ 30.75*

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.20 + 3.86	\$ 21.80 + 4.04
2nd year	\$ 31.80 + 5.78	\$ 32.70 + 6.06
3rd year	\$ 42.40 + 7.70	\$ 43.60 + 8.08
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.24	\$.25 + 12.34
2nd year	\$ 10.90 + 18.36	\$ 10.90 + 18.51
3rd year	\$ 10.90 + 24.48	\$ 10.90 + 24.68

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

8-DC-9/806/155-BrSS

Painter - Line Striping

01/01/2023

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2022
Striping-Machine Operator*	\$ 31.53
Linerman Thermoplastic	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:	
Striping Machine Operator:	\$ 10.03
Linerman Thermoplastic:	10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

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

8-1456-LS

Painter - Metal Polisher

01/01/2023

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2022

Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:

All classification \$ 11.24

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2022

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber**01/01/2023**

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

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

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

WAGES

Per hour:	07/01/2022
Plumber & Steamfitter	\$ 54.83

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:	\$ 40.98

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1)year terms at the following rates:

07/01/2022

1st year	\$ 20.90
2nd year	28.91
3rd year	33.54
4th year	40.25
5th year	46.38

Supplemental Benefits per hour:

1st year	\$ 17.38
2nd year	22.21
3rd year	25.79
4th year	29.79
5th year	32.83

8-21.2-SF

Plumber - HVAC / Service**01/01/2023**

JOB DESCRIPTION Plumber - HVAC / Service**DISTRICT** 8**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

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

WAGES

Per hour:	07/01/2022

HVAC Service \$ 41.68
+ \$ 4.32*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 27.79

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.87	\$ 22.36	\$ 27.91	\$ 34.33	\$ 37.25
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

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

Supplemental Benefits per hour:

Apprentices	07/01/2022
1st term	\$ 20.30
2nd term	21.62
3rd term	23.07
4th term	25.05
5th term	26.47

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

01/01/2023

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2022
Journeyworker: \$ 46.79

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
\$ 33.56

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	\$ 20.25
2nd year	22.48
3rd year	24.40
4th year	34.25
5th year	36.19

Supplemental Benefits per hour:

1st year	\$ 10.98
2nd year	12.92
3rd year	16.89
4th year	22.82
5th year	24.77

8-21.3-J&A

Roofer

01/01/2023

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2022	05/01/2023 Additional
Roofer/Waterproofers	\$ 45.25 + \$7.00*	\$ 2.00

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 30.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year term

	1st	2nd	3rd	4th
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 3.88	\$ 15.48	\$ 18.50	\$ 23.04

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

01/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2022
SheetMetal Worker	\$ 45.25 + 3.52*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.79	\$ 18.88	\$ 21.00	\$ 23.08	\$ 25.20	\$ 27.30	\$ 29.89	\$ 32.43
+ 1.41*	+ 1.58*	+ 1.76*	+ 1.94*	+ 2.11*	+ 2.29*	+ 2.46*	+ 2.64*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.37
2nd term	21.81
3rd term	24.21
4th term	26.65
5th term	29.06
6th term	31.48
7th term	33.42
8th term	35.40

8-38

Sprinkler Fitter

01/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2022

Sprinkler \$ 48.98
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 29.13

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.70	\$ 26.34	\$ 28.72	\$ 31.35	\$ 33.99	\$ 36.62	\$ 39.25	\$ 41.89	\$ 44.52	\$ 47.15

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th

\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	1-669.2

Teamster - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

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

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2022	05/01/2023
GROUP 1	\$ 34.28	\$ 34.58
GROUP 1A	35.42	35.72
GROUP 2	33.72	34.02
GROUP 3	33.50	33.80
GROUP 4	33.39	33.69
GROUP 5	33.27	33.57
GROUP 6	33.27	33.57

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 42.16	\$ 44.59
Over 40 hours	34.76	36.99

OVERTIME PAY

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

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1 Tractor Trailer Drivers
Group 2 Tri- Axle
Group 3 Senior Teamster

Wages:	07/01/2022	05/01/2023
Group 1	\$ 33.20	\$ 33.70
Group 2	29.20	29.70
Group 3	34.20	34.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required

SUPPLEMENTAL BENEFITS

Per hour paid:		
First 40 hours	\$ 31.50	\$ 32.30
Over 40 hours	0.00	0.00

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder

01/01/2023

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 07/01/2022

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

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

YES ☐

NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 01/26/2023

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

NYSDOL Bureau of Public Work Debarment List 01/26/2023

Article 8

DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025

NYSDOL Bureau of Public Work Debarment List 01/26/2023

Article 8

DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023

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DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	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	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

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DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024

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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	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023

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DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANO, JR. A/K/A STEVE PAPASTEFANO, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023

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DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

HUD 4010

A. APPLICABILITY

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

(1) MINIMUM WAGES

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

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

(ii) Additional Classifications.

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

(ii) Certified Payroll Reports.

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

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

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
 - (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii)** The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

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

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

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

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

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

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

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

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

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

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

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

AGREEMENT CONTRACT

AGREEMENT MADE AS OF THIS 16th day of March, 2023 by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the OWNER or CITY, and A. Colarusso & Son, Inc., a corporation with business with offices located at PO BOX 302, HUDSON, NY 12634, hereinafter referred to as the CONTRACTOR; and

WHEREAS, the CITY is desirous of having certain work undertaken as more specifically detailed in the annexed bid proposal documents, entitled **RFB-COP-01-23-02 Street Paving, Millings & Hauling**, which are incorporated herein as Schedule "A" and hereinafter referred to as the "Work;"

WHEREAS, the funds for the Work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023, at line item(s) 01-08-5112-7252

WITNESSETH, that upon the consideration, mutual covenants and agreements contained herein, the parties hereto, their successors and/or assigns, do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment and incidentals required for the "Work" in strict compliance with the Specifications, schedules, plans and drawings, of Solicitation No. **RFB-COP-01-23-02** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 2 COMPENSATION

Pursuant to the contractor's bid proposal, the Owner agrees to pay up to the sum of NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS. (**\$250,000.00**), for the Work to be performed in accordance with the terms and conditions of this Contract, and the Contractor agrees to accept said sum as full compensation for any and all Work performed, unless this Contract expressly provides otherwise. The schedule of said payments will be made in accordance with the terms contained in Article 11 herein. Additional funds may be available at a later date.

ARTICLE 3 COMMENCEMENT OF WORK

The Contractor agrees to commence performance of the Work on or about the **1st Day of April, 2023**, ("commencement date") with the Work to be fully and satisfactorily completed by the **31st Day of March, 2024**.

ARTICLE 4 CONTRACT TERM

The initial term of the Contract is for a minimum of one (1) year. No price increase will be allowed during this period.

ARTICLE 5 CONTRACT RENEWAL

- a. The original agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and condition as exist in the original contract.
- b. With each renewal, Contractor may increase pricing consistent with national CPI indicators if Contractor can demonstrate in writing that the increased costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract cost will remain in place.

- c. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least sixty (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.
- d. Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie.

ARTICLE 6 BONDS

Performance and Labor bonds of 100% are required for this work.

ARTICLE 7 DEFINITIONS

All terms of this Contract shall have the same meaning as the same set forth in the Bid Documents, Solicitation No. **RFB-COP-01-23-02** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 8 OWNER AND CONTRACTOR'S REPRESENTATIVES

The Work shall be performed under the direction of the Owner, who shall designate a representative hereinafter referred to as the "Engineer." The Engineer shall have complete charge of the Work and exercise full supervision and direction of the Work so far as it affects the interests of the Owner. The undertaking of the direction of Work by the Owner does not create any responsibility on behalf of the Owner to insure completion of Work, nor does it alleviate the full and complete responsibility of the Contractor to perform all Work in accordance with the terms of this Contract.

ARTICLE 9 PERFORMANCE OF WORK

- a. Workmanship - Material - Workers. Unless otherwise specifically provided for in the Specifications, all workmanship, equipment and materials incorporated in the Work are to be of the most suitable grade of their respective kinds for their intended purpose. Where equipment and materials are referred to in the Specifications as "equal to" a particular standard, the Engineer shall determine whether the machinery, equipment and materials, as well as their quantity, quality, acceptability and fitness to be used by the Contractor meet that standard of equality. The Contractor shall furnish to the Engineer for his approval the name of the manufacturer of machinery, materials and other equipment which it contemplates incorporating in the Work, together with their performance capacities, and such other information as may be pertinent or required by the Engineer. To the extent required by the Specifications or by the Engineer, the Contractor shall furnish for approval by the Engineer full information concerning the equipment and materials which it contemplates incorporating into the Work.

Samples of materials shall be submitted for approval when so directed by the Owner or its Engineer. Machinery, equipment and materials installed or used without such approval shall be at the risk of the subsequent rejection by the Owner or Engineer. The Engineer may require the Contractor to remove from the Work such employees as the Engineer deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the Work is deemed by the Engineer to be contrary to the public interest.

- b. Changed Conditions. The Owner assumes that any information concerning the condition of the site set forth in drawings or the Specifications is essentially correct, but the Owner neither warrants the

completeness nor the accuracy of such information and relies upon the Contractor to verify the completeness and the accuracy of such information; provided, however, that if the Contractor encounters, or the Owner discovers, during the progress of the Work, subsurface or latent conditions at the site materially different from those shown on the drawings or indicated in the Specifications, or that unknown conditions of an unusual nature differ materially from those ordinarily encountered and generally recognized as being inherent in work of the character provided for in the drawings and Specifications, the Engineer shall be notified before the existing conditions are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they do so materially differ, the Contract shall be modified by the Owner to provide for any increase or decrease in cost, and difference in time resulting from such conditions, and an equitable adjustment in the pertinent contract terms shall be made in accordance with the provisions of the paragraphs of Article 15 hereof. Such modifications of this contract by the Owner shall be final, subject only to the provisions of Article 23.

- c. License and Permits. The Contractor shall, without additional expense to the Owner, obtain all required licenses and permits prior to the commencement of the Work. If additional licenses and permits are required during the course of the performance of the Work, contractor shall expeditiously obtain any such licenses and permits from the appropriate authorities.
- d. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in performance of the Work, and shall be responsible for all materials delivered (including Owner-furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and Work performed until completion and final acceptance. Upon full performance of this Contract, the Work shall be delivered complete and undamaged.
- e. Space at Site. The Contractor shall be allowed reasonable space at the site of the Work and given access thereto, and shall confine its operations to the space assigned. The Work shall be performed so as not to unduly interfere with the ordinary use of streets and public access and the Contractor shall cooperate with other contractors of the Owner and Owner's employees as may be required by the circumstances or directed by the Engineer. The Contractor shall not commit or permit any act which, will interfere with the performance of work by any other contractor or Owner's employees whether at the site or not. If it is necessary to control traffic on public streets, the Contractor shall arrange at its own cost for personnel to control traffic in a safe manner.
- f. Protective Measures. The Contractor shall protect the Work from deterioration and damage during construction, and shall store and secure flammable material away from fire hazards. During cold weather, the Contractor shall furnish all heat necessary for safe and proper performance of the Work.
- g. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Engineer to promote safety and avoid accidents.
- h. Temporary Buildings. The Contractor shall erect at its own expense, and remove at the completion of the Work, such temporary storage sheds and offices used during the performance of the Work. Prior to their construction, any such structures shall be subject to the approval by the Engineer.
- i. Notification of Utility Companies. The Contractor and any of its subcontractors shall comply with section 119-b of the Public Service Law of the State of New York, and 16 NYCRR Subpart 753-3, et.

seq., and any other statutes, rules and regulations applicable thereto, prior to commencement of excavation or blasting in areas near utility lines.

The Contractor shall give written notice to Central Hudson Gas and Electric Corporation, Verizon, and/or any other utility company affected by the performance of the Work, before Work of any nature is commenced under this Contract, and shall give additional notification to the Owner of any proposed blasting at least 48 hours in advance.

ARTICLE 10 SPECIFICATIONS AND DRAWINGS

- a. Conflicts - Omissions – Errors in Description - Misinformation. The Contractor shall keep at the site of the Work a copy of all drawings and Specifications related to the Work, and the Engineer shall at all times have access thereto. If the Specifications contain information or requirements that have been inadvertently omitted from the drawings, the drawings shall be deemed to conform to the Specifications to reflect such information or requirements. Similarly, if the drawings contain information or requirements that are inadvertently omitted from the Specifications, the Specifications shall be deemed to conform to the drawings to reflect such information or requirements. If there are discrepancies between the drawings and Specifications that are not inadvertent, the Specifications shall control. Any omissions from the drawings or Specifications, or the erroneous description of details of Work that are manifestly necessary to carry out the intent of the drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or erroneously described details of Work, but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.
- b. Review of Drawings and Dimensions. The Contractor shall review all drawings furnished to it immediately upon receipt of same and shall promptly notify the Engineer of any discrepancies, errors or irregularities. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall generally govern over small “to-scale” drawings. The Contractor shall prepare all drawings and verify the figures before laying out the Work and shall be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding any existing scale or figure dimensions contained in the drawings.
- c. Deviations. The Contractor shall not deviate from any of the drawings and the dimensions contained therein, regardless of whether the Contractor believes there has been an error, without the prior approval of the Engineer.
- d. Lines and Grades. The Engineer shall establish the initial lines and grades for the commencement of the Work, but the Contractor shall furnish and place all additional stakes, templates and bench marks necessary to mark and maintain points, lines and elevations. The Contractor shall be responsible to ensure that the completed Work complies with the lines and grades established by the Engineer.
- e. Interpretations and Instructions. All questions regarding the figures, drawings, plans and Specifications and the interpretation thereof, and the resolution of conflicts and inconsistencies therein, shall be determined by the Engineer, and such determination shall be final subject only to the provisions of Article 23 hereof.

ARTICLE 11 PAYMENT AND RELEASE

- a. The Contractor shall receive partial payments as the Work progresses based upon estimates made by the Engineer. In making such estimates, materials delivered to the site, work performed at the Contractor's assembly plant and preparatory work performed by the Contractor may be taken into consideration. By making payments to the Contractor, the Owner does not waive any defects in the Work, nor shall the Contractor's responsibility for the Work, the workmanship and materials be diminished by such payments.
- b. Upon the recommendation of the Engineer, The Commissioner of Finance may withhold a sum not exceeding 5% of each payment hereunder for a period up to six (6) months from the date of the final estimate or upon completion of the Work to the satisfaction of the Owner.
- c. All material and workmanship for which partial payments have been made shall become the property of the Owner; nevertheless, this provision shall not be construed as relieving the Contractor from having sole responsibility for all materials and work upon which such payments have been made, or restoring any damaged or destroyed work, or waiving the Owner's right to require the fulfillment of the terms of this Contract.
- d. The obligation of the Owner to make any of the payments required under any of the provisions of this Contract shall be subject to (1) any unsettled claims against the Contractor for labor or material; (2) reasonable deductions for any defects in material or workmanship; and (3) any claims which the Owner may have against the Contractor arising under this Contract. Any overpayment to the Contractor shall, unless otherwise adjusted, be paid to the Owner upon demand.
- e. The Contractor shall execute and deliver at the time of, and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Engineer, discharging the Owner, its officers, agents and employees of and from liabilities, obligations, and claims arising under this Contract.

ARTICLE 12 ASSIGNMENT OR DELEGATION

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written consent of the Owner. An assignment of any portion of, or the entire Contract, shall not relieve the assignor of its obligations hereunder. All of the provisions shall be binding on and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to this Contract.

ARTICLE 13 INSPECTION AND TESTING

- a. All material and workmanship shall be subject to inspection, examination and testing at any and all times during manufacture or construction thereof and at any and all places where such manufacture or construction is carried out. The Owner shall have the right to reject defective material and workmanship or in its discretion, require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without additional charge to the Owner, and the Contractor shall promptly segregate and remove the rejected material from the worksite. If the Contractor fails to immediately replace rejected material and correct any defective workmanship,

the Owner may arrange to replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may terminate the Contract as provided in Articles 26, 27 and 28 hereof.

- b. The Contractor shall make all necessary arrangements for inspections and testing that may be required by the Engineer, at no additional cost to the Owner, including but not limited to furnishing facilities, labor and materials to ensure that inspections and tests are conducted safely and without undue delay in the performance of the Work
- c. If in the discretion of the Owner or its Engineer, it is necessary or advisable to remove all or a portion of the Work completed by the Contractor in order to examine, test, or inspect the Work, prior to final acceptance, the Contractor shall promptly furnish all necessary facilities, labor and material to allow the Owner to conduct same. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or its subcontractors, the Contractor shall defray all of the expenses of such examination and satisfactory reconstruction and shall be responsible for additional costs associated with any resulting delay. If, however, such workmanship is found to meet the requirements of the Contract, the actual cost of labor, equipment and material necessarily involved in the examination of the Work shall be paid to the Contractor, and it shall, in addition, if completion of the Work has been delayed thereby, be granted a reasonable extension of time to perform any additional work required.

ARTICLE 14 TESTING FOUNDATIONS

The Owner shall have the right to test the bearing value of the material underlying the foundation of any structures to be built. Such testing shall be made at such times and places and in such a manner as may be directed by the Engineer. As far as practicable, if test piles are used they shall be located so that they can become part of the finished structure. The Contractor shall furnish the Engineer with ample opportunity to view test results and to make such records as the Owner may consider necessary. Upon written notice to the Owner, the Contractor may be compensated for conducting such tests in the same manner as set forth in Article 13 of this Contract to the extent the contract price does not include compensation therefor. Notice of the Contractor's intent to request compensation must be made in accordance with Articles 13 and 37 hereof.

ARTICLE 15 CHANGES AND EXTRAS

- a. The Engineer may at any time, without notice to the sureties, make changes in the drawings or Specifications of the Contract to conform to the intended purpose of the Work. If such changes cause an increase or decrease in the cost of performing the Work under this Contract, or in the time required to complete the Work, the Contract shall be modified accordingly and an equitable adjustment for such changes shall be made by mutual agreement of the parties; provided however, that if the parties are unable to agree, the Engineer shall determine the equitable adjustment, if any, that shall be made to the contract terms, and his determination shall be final, subject only to Article 23 of this Contract.
- b. Nothing in this Article shall excuse the Contractor from diligently proceeding with the performance of the Work so changed.

ARTICLE 16 LIQUIDATED DAMAGES

- a. The parties acknowledge that time is of the essence and that the Owner will suffer a financial loss if the Work is not completed within the specified time in Article 3 of this Contract, or any agreed extensions

thereof. The parties further acknowledge that it may be difficult or impossible to ascertain the amount of actual damages incurred if the Contractor fails to complete the Work within said time. Therefore, the Owner and Contractor agree that the liquidated damages as stated below are intended as compensatory in nature and not a penalty. The Contractor shall pay to the Owner as fixed, agreed and liquidated damages for each calendar day of delay until the delayed work is completed or accepted, the amount of **Five Hundred Dollars** per day unless stated otherwise herein. It is agreed, however, that the Contractor shall not be charged with liquidated or actual damages if any delays in the completion of the work are due to causes beyond its control, including, but not limited to, acts of God, or war; acts of the City or any State or political subdivision thereof (including, but not restricted to the operation of any governmental preferences, priorities, or allocations of material); acts of another contractor in the performance of a contract with the Owner; floods, earthquakes, or other catastrophes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather. The determination of the Owner shall be final, subject to the provisions of Article 23 of this Contract.

ARTICLE 17 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, law suits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and law suits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 18 CERTIFICATES OF INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per

occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days prior written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner no less than ten (10) days prior to any such cancellation.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 19 CONTRACTOR'S SUBSIDIARIES AND RELATED ENTITIES

The terms of this Contract are binding upon any subsidiary or affiliated business of the Contractor, and each such entity shall be jointly and severally liable for the obligations of the Contractor as set forth herein.

ARTICLE 20 LIENS

The Contractor shall, with each request for payment, furnish satisfactory evidence that the claims of all persons who have done work or furnished materials for the Work covered under this Contract have been fully discharged or have been secured. The Contractor shall with each request for payment, provide the Owner with an affidavit of release of liens and an affidavit of payment of debts and claims.

The Owner may retain from any payment due the Contractor such stated sums as shall be necessary to meet lawful claims which have not been fully discharged or otherwise satisfactorily secured; it being understood and agreed, however, that the Owner assumes no obligation toward such claimants, nor in any way undertakes to pay such claims from any funds due or that may become due the Contractor out of its own funds.

It is further agreed by and between the parties hereto that if, at any time before or within thirty (30) days after the entire Work covered by this Contract has been completed and accepted by the Owner, any person

or persons claiming to have performed any labor or furnished material toward the performance or completion of this Contract shall have filed with the Owner any notice, as described in the Mechanic's Lien Law of the State of New York, the Owner is hereby authorized by the Contractor to retain from the monies then due or to become due under this Contract so much of said monies as shall be sufficient to pay off, satisfy, or discharge the amount in such notice, together with the costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The money so retained shall be held by the Owner until the lien created by the said law and the filing of said notice shall be discharged pursuant to the provisions of the aforesaid Mechanic's Lien Law, and the necessary discharge and/or satisfaction of the filing pursuant to Section 9-302 of the Uniform Commercial Code.

ARTICLE 21 MAINTENANCE OF SITE

The Contractor shall maintain the Work site in a neat and clean condition with no unsightly or undesirable accumulation of debris or material. On or before the completion of the Work, the Contractor shall, without additional compensation, except as otherwise specifically directed or permitted in writing, demolish and remove all temporary buildings and structures built by it and shall remove from the premises all lumber, shoring, debris, surplus materials of every kind, plant, machinery, and other equipment installed by it; shall effectively remove and dispose of in a satisfactory manner all accumulations of organic refuse from any grounds occupied by it; and shall leave the property of adjacent landowners, which may have been affected by its operations, including streets and sidewalks, in the same condition as existed prior to commencement of the Work. If the Contractor does not fully comply with requests to clean up the site or adjacent properties after three (3) days' notice, the Engineer may order such work done at the expense of the Contractor.

ARTICLE 22 RATE OF PROGRESS

Within ten (10) days of the date of this Contract, the Contractor shall furnish the Engineer with its proposed schedule of progress which shall show the contemplated procedure and times of completion of all aspects of the Work. If at any time, in the opinion of the Engineer, the Work cannot be completed within the time specified, the Engineer shall notify the Contractor who shall provide as soon as practicable, such additional workers, machinery, equipment and methods as are required to finish the Work in a timely manner. The failure of the Engineer to give such notice shall not relieve the Contractor of its obligations to complete the Work in accordance with the terms of this contract.

ARTICLE 23 DISPUTES

Except as otherwise provided in this Contract, any dispute arising under this Contract that cannot be resolved by agreement shall be decided by the Engineer, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof, to the Contractor. Pending final decision of any dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract. Upon receipt of the written decision, the Contractor shall abide by the Engineer's decision.

ARTICLE 24 PATENT INDEMNITY

- a. The Contractor shall, as part of its obligations hereunder, and without any additional compensation, indemnify and save harmless the Owner, its officers, employees and agents, from all damages or claims arising from the infringement or alleged infringement of any patent rights covering any material, appliance or device in or upon the Work, arising out of this Contract, or any part thereof, and shall, without cost or expense to the Owner, its officers, employees and agents, defend any suit or suits which may be brought against the Owner by reason of such infringement or alleged infringement.

- b. The Contractor shall report to the Engineer promptly, and in reasonable written detail, each claim of patent infringement based on the performance of this Contract and asserted against it or any of its subcontractors if the Contractor has notice thereof.

ARTICLE 25 SANITATION

The Contractor shall make arrangements for, and maintain near the work site, adequate sanitary facilities of an approved type for the use of persons employed on the Work, and properly secluded from public observation. Such sanitary facilities shall be constructed and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Engineer. These facilities shall be maintained and kept reasonably clean at all times. At the completion of the Work, the sanitation facilities shall be removed from the worksite, leaving the premises clean and free of nuisance.

ARTICLE 26 TERMINATION FOR CAUSE

If, in the judgment of the Engineer, the Contractor fails to perform the Work diligently and/or in a workmanlike manner, or if the Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should fail to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances or the instructions of the Engineer, or otherwise is guilty of a substantial violation of any provision of the Contract, the Owner, upon certification from the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, five (5) days' written notice, terminate the employment of the Contractor and enter upon the premises and take possession of all materials and fixtures of every kind whatsoever thereon and employ any other person and persons to complete the Work and provide materials therefor. In the event of such discontinuance of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly and satisfactorily completed. If the unpaid balance of the Contract price is less than the expense of completing the Work, including compensation for additional architectural, inspection, managerial and administrative services, then the Contractor and/or its surety shall pay the difference to the Owner. In such case, the Owner shall be under no further obligation to the Contractor, but the liability of the Contractor for damages due to its breach of this Contract shall not be extinguished. The amount, if any, due to the Contractor shall be determined under the provisions of Article 11 hereunder.

ARTICLE 27 TERMINATION WITHOUT CAUSE

The City may terminate this Agreement without cause with ninety (90) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

ARTICLE 28 TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the State has given written notice to the contractor no later than 90 days prior to the anniversary date.

ARTICLE 29 NON-APPROPRIATION CLAUSE :

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 30 NON-DISCRIMINATION

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or marital status and further agree to take affirmative action to ensure equal employment opportunities without such discrimination. No services to be rendered pursuant to, or in connection with, this Contract may be refused to any person because of age, race, creed, sex, color, national origin, disability or marital status.

ARTICLE 31 WARRANTY

- a. Except as otherwise expressly provided in this Contract, the Contractor warrants and represents that all mechanical and electrical equipment are free from defects of design, materials and workmanship, and further warrants all materials and Work provided under this Contract against defects or failure for a period of one (1) year from the date of final payment. The Contractor further agrees to repair or replace any such defective material, equipment or workmanship to the satisfaction of the Engineer, and at no cost to the Owner within ten (10) days after receipt of written notice of any such defect.
- b. All warranties and guaranties of subcontractors, manufacturers or suppliers, express or implied, respecting any material or equipment used in or made a part of this Work (whether for equipment of the nature above specified or otherwise) shall be deemed obtained by the Contractor as the agent of the Owner, and all such warranties and guaranties shall inure to the benefit of the Owner as though they had been separately transferred or assigned to the Owner.
- c. The warranties and guaranties provided for in this Article shall not extend or apply to material or equipment furnished by the Owner except to the extent the Contractor may have performed additional work thereon.
- d. The remedies provided in this Article shall not be restrictive of, but shall be cumulative and in addition to, all other remedies of the Owner with respect to latent defects or fraud. Such remedies shall not limit any statutory or common law warranties but shall be in addition thereto.

ARTICLE 32 WAGES AND HOURS OF WORK

The Contractor warrants and represents that it, along with any of its subcontractors, shall be in full compliance with the provisions of the New York State Labor Law, Section 220 and all subdivisions thereof, from the date of commencement of the Work until the Work is completed and final payment received, including but not limited to the following:

No laborer, workman, chauffeur, or mechanic in the employ of the Contractor shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in case of extraordinary emergencies, including fire, flood, or danger to life or property, or in case of

national emergency when proclaimed by the President of the United States of America. No person shall be so employed more than eight hours in any day or more than five days in any week except in such emergency.

In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of Section 220 of the Labor Law of the State of New York must be made pursuant to the provisions of the War Emergency Act and such dispensation granted pursuant thereto before any laborer, workman or mechanic may be employed beyond the hours specified in Section 220 of the Law of the State of New York.

The following forms a part of these Specifications in compliance with Article 8, Section 220, subdivision (3) of New York State Labor Law, which reads in relevant part as follows:

“It shall be the duty of the fiscal officer, as defined in this section, to ascertain and determine the schedule of wages to be paid Workers, laborers and mechanics on each such public work prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to, and form a part of, the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the advertisement for bids on all public works proposed to be constructed. The term ‘contract,’ as used in this subdivision shall include reconstruction and repair of any such works.”

ARTICLE 33 WORKERS’ COMPENSATION

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker’s Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void

ARTICLE 34 LIABILITY OF THE OWNER

Neither the Owner nor any official, employee, agent or representative thereof, shall be liable for or be held to pay any money to the Contractor except as herein provided; and the acceptance by the Contractor of the payments provided on the final estimate shall operate as, and shall be a release of said Owner, its officers, employees and agents, from all claims and liability to the Contractor relating to the Work, or for any act or neglect of the Owner of any person relating to or affecting the Work, except for claims to recover any retained money pursuant to Article 11(b) of this Contract.

ARTICLE 35 TERMINATION FOR REFUSAL TO TESTIFY

The Contractor agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or Contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or Contract:

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or

entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and

- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Contractor warrants that it is not disqualified from bidding on this Contract by reason of General Municipal Law Section 103-a.

ARTICLE 36 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, employment records, purchase records, insurance records, schedule of hours worked, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 37 NOTICES

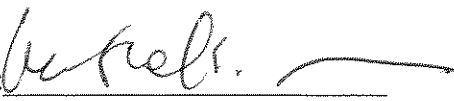
All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 38 ENTIRE AGREEMENT

This Contract represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered into by the parties hereto.

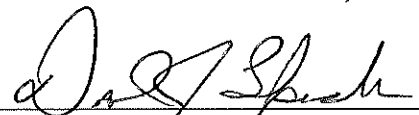
IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 

Marc Nelson, Mayor

A. COLARUSSON & SON, INC.

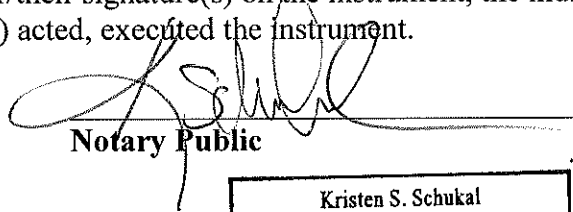
By: 
David J. LaSpada, Vice-President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 27th day of March, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

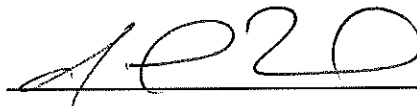
Kristen S. Schukal
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SC6040553
Qualified in Dutchess County
Commission Expires April 24, 2026

On the 24th day of March, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared David LaSpada, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

ASHLEY K ALLSOP
Notary Public, State of New York
No. 01AL6335101
Qualified in Columbia County
Commission Expires December 28, 2023

Reviewed by Corporation Counsel:



Date: 3/15/23

SCHEDULE A

MILLING, HAULING AND STREET PAVING BID
Bid Proposal Sheet - Bid No. RFB-COP-01-23-02

Page 1 of 4

IN-PLACE PAVING

Price quoted shall be net per U.S. TON placed and properly compacted by the vendor at the locations specified. The contractor will furnish all necessary materials, paving equipment (including water truck and vacuum sweeper) and labor to accomplish the anticipated work. The anticipated work includes all construction signage, the maintenance and protection of traffic (flagging); mobilization of equipment, the cleaning and preparation of the existing roadway; the sawcutting and cold planing of all intersecting roadways joints and asphalt driveways; the application of tack coat; the hauling of asphalt; and the placement and compaction of the asphalt. The City of Poughkeepsie DPW will schedule and coordinate the project with the awarded contractor. The actual roadways to be paved will be determined by the Commissioner of Public Works. All specified thicknesses are after rolling and compaction. All materials shall meet the specification of the associated NYSDOT Item Number.

COP ITEM #	NYSDOT ITEM #	Description	Less than 10,000 sq. yds.	Greater than 10,000 sq. yds.
P1	402.378901	37.5 F9 Base Course HMA	115.00	113.00
P2	402.258901	25 F9 Binder Course HMA	127.00	125.00
P3	402.198901	19 F9 Binder Course HMA	128.00	126.00
P4	402.128201	12.5 F2 Top Course HMA	158.00	156.00
P5	402.098201	9.5 F2 Top Course HMA	168.00	166.00
Totals:			696.00	686.00

PAVEMENT MILLING/ PLANING SERVICES

The Awarded vendor is to furnish all equipment, operators, drivers, flag people and laborers to perform pavement milling / planing of City roads. The Awarded vendor shall provide the trucking and hauling of material. The awarded vendor shall legally dispose of millings.

The Awarded vendor will be responsible for all traffic control and provide the necessary flagmen and construction signage as required by the M.U.T.C.D. (Manual on Uniform Traffic Control Devices) and NYS DOT specifications for the duration of the project.

The undersigned bidder has carefully examined the specifications for pavement milling / planing and agrees to furnish and supply all the materials, equipment, tools and labor necessary to properly remove asphaltic concrete pavement, in strict conformance to the detailed specifications attached. No deviations, amendments, or alternative methods of operations or specifications will be considered.

Bidders are requested to furnish prices per square yard to remove asphaltic concrete pavement at varying depths. Mobilization of Equipment must be included in the square yard pricing.

COP ITEM #	DEPTH OF CUT	UNIT PRICE / SQUARE YARD
M1	0" TO 2"	5.70
M2	2" TO 4"	5.85
M3	4" TO 6"	6.00
M4	EACH ADDITIONAL INCH	0.40
Total:		17.95

**Aggregate Total of paving (Items P1 - P5 large and small areas) and
Milling (items M1 - M4):**

1,399.95

Bid Award will be based on the aggregate total of items P1 – P5 (to include large and small areas) and items M1 – M4. Submission of prices for traffic loop, street iron and pavement marking items is required. Traffic loop and street iron unit prices are to be used as need and directed by Commissioner of Public Works or his designated representative.

The City reserves the right to delete any items from contract. Any irregularities or unbalanced bid (i.e. inflated prices for traffic loops, pavement marking or street iron items) will be rejected.

Vendor Name A. Colarusso & Son, Inc.

TRAFFIC LOOP REPLACEMENT

Page 2 of 4

When during the course of the work, traffic loops are damaged or removed they are to be replaced by the successful contractors. Work is to be done in accordance with NYSDOT Specifications 724-20 INDUCTANCE LOOP WIRE, 724-21 SHIELDED LEAD-IN CABLE, 724-22 ROADWAY LOOP EMBEDDING SEALER, and NYSDOT Standard Sheets 680-14 INDUCTANCE LOOP VEHICLE DETECTOR INSTALLATION DETAILS.

COP ITEM #	Description	LUMP SUM PRICE
L1	Inductance loop installed complete per NYSDOT Specifications and detail	6,000.00

PROVIDE AND INSTALL MANHOLE RISER

Provide and install manhole risers at the diameters and heights as indicated below.

COP ITEM #	MH RISER DIAMETER	RISER HEIGHT	UNIT PRICE / EACH
R1	16" TO 20"	0" TO 2"	300.00
R2	16" TO 20"	3" TO 4"	450.00
R3	16" TO 20"	5" TO 6"	700.00
R4	21" TO 24"	0" TO 2"	300.00
R5	21" TO 24"	3" TO 4"	450.00
R6	21" TO 24"	5" TO 6"	700.00
R7	25" TO 30"	0" TO 2"	350.00
R8	25" TO 30"	3" TO 4"	500.00
R9	25" TO 30"	5" TO 6"	700.00
R10	31" TO 36"	0" TO 2"	500.00
R11	31" TO 36"	3" TO 4"	750.00
R12	31" TO 36"	5" TO 6"	950.00

REPLACE MANHOLE FRAME AND COVER WITH NEW FRAME AND COVER

Remove and dispose of existing manhole frame and cover. Provide and install new manhole frame and cover at the diameters and heights indicated below. Manhole frames and covers shall have machined bearing surfaces. Provide frames and covers from EJ, PO Box 1821, 6177 South Bay Rd., Cicero, NY 13039 800 626 4653 ejco.com or approved equal.

COP ITEM #	MH DIAMETER	FRAME HEIGHT	UNIT PRICE / EACH
F1	16" TO 20"	4"	4,000.00
F2	16" TO 20"	5" TO 7"	4,500.00
F3	16" TO 20"	8" TO 10"	4,800.00
F4	21" TO 24"	4"	4,000.00
F5	21" TO 24"	5" TO 7"	4,500.00
F6	21" TO 24"	8" TO 10"	4,800.00
F7	25" TO 30"	4"	4,500.00
F8	25" TO 30"	5" TO 7"	5,000.00
F9	25" TO 30"	8" TO 10"	5,500.00
F10	31" TO 36"	4"	5,000.00
F11	31" TO 36"	5" TO 7"	5,000.00
F12	31" TO 36"	8" TO 10"	5,500.00

Bid Award will be based on the aggregate total of items P1 – P5 (to include large and small areas) and items M1 – M4. Submission of prices for traffic loop, street iron and pavement marking items is required. Traffic loop and street iron unit prices are to be used as need and directed by Commissioner of Public Works or his designated representative.

The City reserves the right to delete any items from contract. Any irregularities or unbalanced bid (i.e. inflated prices for traffic loops, pavement marking or street iron items) will be rejected.

Vendor Name: A. Colarusso & Son, Inc.

PAVEMENT MARKING

Page 3 of 4

Install crosswalks, stop bars and double yellow pavement marking following street paving. Provide unit prices for waterbourne paint and epoxy paint.

Waterbourne Traffic Paint Pavement Marking

Item No.	Description	Unit	Unit Price
W1	Crosswalk as ordered by DPW	LF	5.50
	12" thick white reflectorized pavement markings per specification		
W2	Stop Bar as ordered by DPW	LF	8.00
	18" thick white reflectorized pavement markings per specification		
W3	4" Solid White Line as ordered by DPW	LF	1.85
	4" thick white reflectorized pavement markings per specification. To be used at intersections to delineate thru lanes from turning lanes.		
W4	Turning Arrow as ordered by DPW	EA	120.00
	White reflectorized pavement markings per specification.		
W5	"ONLY" as ordered by DPW		
	White reflectorized pavement markings per specification.	EA	240.00
W6	Double Yellow Lines		
	2 - 4" reflectorized pavement markings per specification	LF	3.60

Epoxy Paint Pavement Marking

Item No.	Description	Unit	Unit Price
E1	Crosswalk as ordered by DPW	LF	11.00
	12" thick white reflectorized pavement markings per specification		
E2	Stop Bar as ordered by DPW	LF	16.00
	18" thick white reflectorized pavement markings per specification		
E3	4" Solid White Line as ordered by DPW	LF	3.50
	4" thick white reflectorized pavement markings per specification. To be used at intersections to delineate thru lanes from turning lanes.		
E4	Turning Arrow as ordered by DPW	EA	240.00
	White reflectorized pavement markings per specification.		
E5	"ONLY" as ordered by DPW		
	White reflectorized pavement markings per specification.	EA	330.00
E6	Double Yellow Lines		
	2 - 4" reflectorized pavement markings per specification	LF	7.25

Bid Award will be based on the aggregate total of items P1 – P5 (to include large and small areas) and items M1 – M4. Submission of prices for traffic loop, street iron and pavement marking items is required. Traffic loop and street iron unit prices are to be used as need and directed by Commissioner of Public Works or his designated representative.

The City reserves the right to delete any items from contract. Any irregularities or unbalanced bid (i.e. inflated prices for traffic loops, pavement marking or street iron items) will be rejected.

Vendor Name: A. Colarusso & Son, Inc.

TERM OF CONTRACT:

The initial term of the Contract is for a minimum of one (1) year. No price increase will be allowed during this period.

RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with national CPI indicators if Contractor can demonstrate in writing that the increased costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least sixty (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie.

Vendor Name: A. Colarusso & Son, Inc.

Address: P.O. Box 302, Hudson, NY 12534

Contact Name: David LaSpada, TJ Davis

Phone # 518-828-3218

Email: davel@acolarusso.com

City of Poughkeepsie Purchasing
Department PROPOSAL FORM

Proposal submitted by: A. Colarusso & Son, Inc.
P.O. Box 302
Hudson, NY 12534

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

same

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

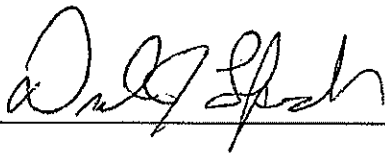
The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1

Non-Collusion

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for quote, and
- (b) the contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the proposal. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Signed 

By David J LaSpada
Vice-President

Dated March 8, 2023

REFERENCES (PLEASE FILL OUT)

Project: Dutchess County DPW

Type of Work: paving, bridges, utilities, rail trails

Location: Various

Project Value: _____

Contact Person: Robert Balkind

Phone Number: _____

Project: Columbia County DPW

Type of Work: Paving Bridges, utilities

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: City of Kingston

Type of Work: reconstruction, paving, bridges

Location: _____

Project Value: _____

Contact Person: _____

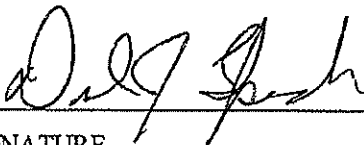
Phone Number: _____

City of Poughkeepsie
Apprenticeship Program Requirement

"The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of \$100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law and shall provide the City of Poughkeepsie with satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding;"

Attached is evidence of an approved apprenticeship program registered by the NYS Department of Labor.

Check one: X YES NO



SIGNATURE

March 8, 2023

DATE

A. Colarusso & Son, Inc.

COMPANY NAME

518-828-3218

TELEPHONE

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

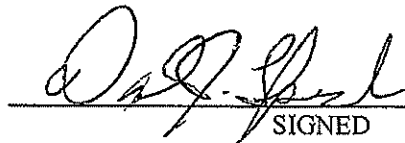
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under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

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

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

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

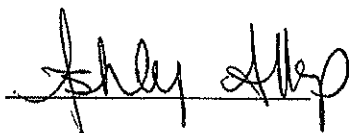
I, David J LaSpada, being duly sworn, deposes and says that he/she is the
Vice President of A. Colarusso & Son, Inc. the _____
Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited
Entities List.

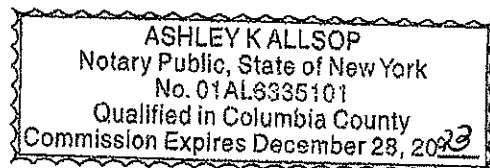


SIGNED

SWORN to before me this

8th day of March 2023

Notary Public: 



STREET PAVING, MILLING & Hauling
RFB-COP-01-23-02

Bid Addendum Acknowledgement Sheet

All addenda, the receipts of which are hereby acknowledged by inserting the dates of each addendum next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid.

Receipt of Addendum:

Addendum No. 1	<i>SPW</i> ~~received on 2/16/23~~ 2/9/23
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	

Vendor: A. Colarusso & Son, Inc.

AIA[®] Document A310TM - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

A. Colarusso & Son, Inc.

P.O. Box 302

Hudson, New York 12534

OWNER:

(Name, legal status and address)

City of Poughkeepsie

62 Civic Center Plaza

Poughkeepsie, New York 12601

BOND AMOUNT: Five Percent of Attached Bid (5%)

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, Connecticut 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Street Paving, Milling & Hauling; Bid No. RFB-COP-01-23-02

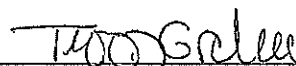
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

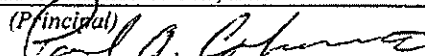
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of March, 2023


(Witness) Tiffany Gocha


(Witness) Tiffany Gocha

A. Colarusso & Son, Inc.

(Principal)  (Seal)

(Title) Paul A. Colarusso, President

Travelers Casualty and Surety Company of America

(Surety)  (Seal)

(Title) Jaymie P. Columbus, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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651110

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT - IF A CORPORATION**

State of New York,
County of Albany}45.

On this 8th day of March, 2023, before me personally appeared Paul A. Colarusso, to me known, who, being by me duly sworn, deposes and says: That he/she resides in Chatham, New York; that he/she is the President of A. Colarusso & Son, Inc., the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



TIFFANY GOCHA
Notary Public, State of New York
Qualified in Saratoga County
No. 01G06434469
Commission Expires June 6, 2026

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany}45.

On this 8th day of March, 2023, before me personally appeared Jaymie P. Columbus; to me known, who, being by me duly sworn, did depose and say: That he/she resides in Rensselaer, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to Travelers Casualty and Surety Company of America his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizes, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.



TIFFANY GOCHA
Notary Public, State of New York
Qualified in Saratoga County
No. 01G06434469
Commission Expires June 6, 2026

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2022

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,770,857,023	LOSSES	\$ 1,336,668,220
STOCKS	100,364,899	LOSS ADJUSTMENT EXPENSES	118,857,835
CASH AND INVESTED CASH	98,696,592	COMMISSIONS	40,691,982
OTHER INVESTED ASSETS	4,199,685	OTHER EXPENSES	39,635,941
RECEIVABLES FOR SECURITIES	4,974,637	TAXES, LICENSES AND FEES	12,913,840
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	21,726,585	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,820,266
INVESTMENT INCOME DUE AND ACCRUED	38,373,216	UNEARNED PREMIUMS	1,333,970,439
PREMIUM BALANCES	342,674,914	ADVANCE PREMIUM	1,562,542
REINSURANCE RECOVERABLE	41,825,337	POLICYHOLDER DIVIDENDS	15,580,328
NET DEFERRED TAX ASSET	64,176,859	CEDED REINSURANCE NET PREMIUMS PAYABLE	80,136,311
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	728,680	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	36,100,906
RECEIVABLES FROM PARENTS, SUBSIDIARIES AND AFFILIATES	35,069,022	REMITTANCES AND ITEMS NOT ALLOCATED	6,412,498
OTHER ASSETS	2,175,706	PROVISION FOR REINSURANCE	6,873,132
		PAYABLE FOR SECURITIES	66,784,788
		PAYABLE FOR SECURITIES LENDING	21,728,585
		RETROACTIVE REINSURANCE RESERVE ASSUMED	794,000
		OTHER ACCRUED EXPENSES AND LIABILITIES	371,898
		TOTAL LIABILITIES	\$ 3,124,801,511
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,958,757,982
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,398,041,742
TOTAL ASSETS	\$ 5,523,843,253	TOTAL LIABILITIES & SURPLUS	\$ 5,523,843,253

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

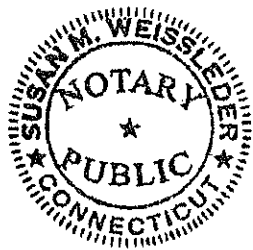
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2022.

Michael J. Doody
VICE PRESIDENT - FINANCE

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
19TH DAY OF AUGUST, 2022





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jaymie P. Columbus** of **LATHAM**, New York, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

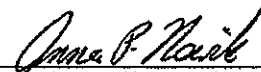
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

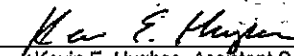
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of March, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Signatory Contractor:

March 10, 2023

A Colarusso
91 Newman Road
Hudson, New York 12534

FEIN 14-1424400

Merit Apprenticeship Alliance NYSDOL Sponsor Code 51979

NYSDOL Apprentice Training Program Codes:

- Skilled Craft Laborer #18514, recertified September 15, 2017
- Operating Engineer (Heavy Equipment) #18318, recertified May 17, 2018
- Carpenter: #12037, recertified September 15, 2017
- Ironworker (Outside) #15221, approved October 5, 2017
- Cement Finisher/Cement Mason #11038, approved October 12, 2017

To Whom It May Concern,

The above noted contractor is in good standing with the Empire State Merit Apprenticeship Alliance, Inc. (Merit Apprenticeship Alliance).

Please be advised that the above noted contractor was accepted as a signatory employer effective **January 19, 2012** and remains in good standing with the Merit Apprenticeship Alliance NYSDOL registered Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment), Cement Finisher and Ironworker apprenticeship program agreements.

The Merit Apprenticeship Alliance apprenticeship standards were reviewed, approved and registered in accordance with NYS Labor Law, Art.23; § 811 and the NYS Department of Labor Part 601 regulations per the above noted dates.

Pursuant to USDOL Title 29 CFR Part 29.13 (a) Recognition of State Apprenticeship Agencies, the New York State Apprenticeship Agency (SAA) is currently recognized by the United States Department of Labor (USDOL) and any apprentices registered in occupations officially recognized by the Department are recognized by the USDOL.

Additionally, this will certify that pursuant to N.J.A.C. 12:62-2.1(h)(2), the above noted contractor pays ongoing contributions into an ERISA-covered apprenticeship training program trust fund that is used to fund apprentice benefit plans and direct training costs."

The Merit Apprenticeship Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory commit that they will support the diversified training so as to result in normal advancement of the apprentice; employ craft workers to ensure safe and quality



worksite training at all times in full compliance with the apprentice journeymen standard ratios and prevailing wages in the respective state in which the work is performed; and, employ the apprentice in a manner that will not conflict with our approved apprenticeship standards.

Signatory contractors are reviewed annually by the Board of Trustees; only those firms who demonstrate a commitment to our quality standards are renewed.

The Alliance is truly dedicated to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations.

Authorized by: Penelope M. Hazer
Penelope M. Hazer, President

WAGE SCHEDULE



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Poughkeepsie

Shirley Davison, Purchasing Agent
62 Civic Center Plaza
Poughkeepsie NY 12601

Schedule Year 2022 through 2023
Date Requested 01/26/2023
PRC# 2023000989

Location Various locations within city
Project ID# RFB-COP-01-23-02
Project Type Street Paving, milling and Hauling

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 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Poughkeepsie

Shirley Davison, Purchasing Agent
62 Civic Center Plaza
Poughkeepsie NY 12601

Schedule Year 2022 through 2023
Date Requested 01/26/2023
PRC# 2023000989

Location Various locations within city
Project ID# RFB-COP-01-23-02
Project Type Street Paving, milling and Hauling

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. 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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Dutchess County General Construction

Boilermaker

01/01/2023

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

SUPPLEMENTAL BENEFITS

Per Hour:

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

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

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

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	32% of Hourly Wage Paid Plus Amount Below

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

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

4-5

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2022

Building:	
Millwright	\$ 45.50 + 8.17*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.51

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

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

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

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

8-740.2

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 34.45
+ 3.25*

*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

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

*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.55

8-2287D&O

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 73.03
+ 9.54*

Marine Tender \$ 62.11
+ 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 44.54

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 24.60 + 5.05*
2nd year	30.20 + 5.05*
3rd year	38.58 + 5.05*
4th year	56.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

Carpenter - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional	07/01/2025 Additional
Base Wage	\$ 34.68 + 4.80*	\$ 2.10**	\$ 2.16**	\$ 2.23**
Applies to Diver (Wet):				
Base Wage	\$ 50.00 + 4.80*	2.10**	2.16**	2.23**

*For all hours paid straight or premium.
**To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 30.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

	1st	2nd	3rd	4th	5th
07/01/2022	\$ 17.34	\$ 20.81	\$ 22.54	\$ 24.28	\$ 27.74
	+2.57*	+2.57*	+2.57*	+2.57*	+2.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

Apprentices (all terms)

07/01/2022 \$ 16.33

11-279.2B/H&H

Electrician

01/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2022	04/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 48.00 +9.00*	\$ 49.50 + 9.00*	\$ 50.50 + 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 56.32 + 9.00*	\$ 58.08 + 9.00*	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$ 63.09 + 9.00*	\$65.06 + 9.00*	\$66.35 + 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80 +1.00*	\$ 18.40 +1.00*	\$ 23.00 +1.50*	\$ 27.60 +2.00*	\$ 32.20 +2.50*	\$ 34.50 +2.50*
2nd Shift	16.19 +1.00*	21.59 +1.00*	26.99 +1.50*	32.38 +2.00*	37.78 +2.50*	40.48 +2.50*
3rd Shift	18.14 +1.00*	24.18 +1.00*	30.23 +1.50*	36.28 +2.00*	42.32 +2.50*	45.35 +2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.87 +1.50*	33.44 +2.00*	39.01 +2.50*	41.80 +2.50*
3rd Shift	18.73 +1.00*	24.97 +1.00*	31.22 +1.50*	37.46 +2.00*	43.70 +2.50*	46.83 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +1.00*	22.77 +1.00*	28.47 +1.50*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +1.00*	25.49 +1.00*	31.87 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +0.50*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +0.50*	22.77 +1.00*	28.47 +1.00*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +0.50*	25.49 +1.00*	31.87 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	
1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

Electrician

01/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

Per hour:

Electrician Wireman/ Technician Electrical/Technician Projects under \$ 250,000.00	07/01/2022	04/01/2023	04/01/2024
	\$ 44.00	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 48.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.00*	+ 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects under \$ 250,000.00			
	\$ 51.62	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 56.32	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.00*	+ 9.50*

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects under \$ 250,000.00			
	\$ 57.83	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 63.09	\$ 65.06	\$ 66.35
	+ 9.00*	+ 9.00*	+ 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80	\$ 18.40	\$ 23.00	\$ 27.60	\$ 32.20	\$ 34.50
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.19	21.59	26.99	32.38	37.78	40.48
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.14	24.18	30.23	36.28	42.32	45.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.87	33.44	39.01	41.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.73	24.97	31.22	37.46	43.70	46.83
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	
1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

Elevator Constructor

01/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2022	01/01/2023
Mechanic	\$ 64.63	\$ 67.35
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

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

SUPPLEMENTAL BENEFITS

Per hour	07/01/2022	01/01/2023
Journeyman/Helper	\$ 36.885*	\$ 37.335*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

Glazier

01/01/2023

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2022	11/01/2022
Glazier	\$ 59.59	\$ 60.34
*Scaffolding	61.55	62.55
Glass Tinting & Window Film	30.11	30.11
**Repair & Maintenance	30.11	30.11

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

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

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2022	11/01/2022
Journeyworker	\$ 37.55	\$ 38.05
Glass tinting & Window Film	22.01	22.01
Repair & Maintenance	22.01	22.01

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2022	11/01/2022
1st term	\$ 21.15	\$ 21.45
2nd term	29.07	29.45
3rd term	35.20	35.65
4th term	47.38	47.98

Supplemental Benefits:

(Per hour)

1st term	\$ 17.15	\$ 17.35
2nd term	24.42	24.67
3rd term	27.06	27.36
4th term	32.15	32.55

8-1087 (DC9 NYC)

Insulator - Heat & Frost

01/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2022	05/31/2023
Insulator	\$ 58.25	+ \$ 2.00
Discomfort & Additional Training**	61.30	+ \$ 2.00
Fire Stop Work*	31.15	+ \$ 2.00

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 36.10
Discomfort & Additional Training	38.09
Fire Stop Work: Journeyworker	18.41

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.15	\$ 36.56	\$ 41.98	\$ 47.41

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 32.67	\$ 38.39	\$ 44.12	\$ 49.85

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 18.41
2nd term	21.94
3rd term	25.48
4th term	29.03

Discomfort & Additional Training Apprentices:

1st term	\$ 19.41
2nd term	23.14
3rd term	26.88
4th term	30.62

8-91

Ironworker

01/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2022	07/01/2023 Additional
Structural	\$ 51.38	\$ 2.34*
Reinforcing*	51.38	2.34*
Ornamental	51.38	2.34*
Chain Link Fence	51.38	2.34*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	65.79
3rd Shift	70.59

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 42.71

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	35.34	41.44	47.53	53.61
3rd Shift	38.56	44.97	51.38	57.77

Supplemental Benefits per hour:

1st year	\$ 36.71
2nd year	37.91
3rd year	39.11
4th year	40.31

11-417

Laborer - Building

01/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2022
Premium	\$ 45.30

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.65
Shift	38.61

OVERTIME PAY

See (B, E, E5, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 22.22
2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

Apprentices	\$ 27.03
Shift	32.71

11-17tox B

Laborer - Building

01/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

07/01/2022

GROUP # 1	\$ 38.65*
GROUP # 2	40.80*

*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 27.15

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour: 07/01/2022

1000 Hour terms

1st term	\$ 27.07
2nd term	30.89
3rd term	34.72
4th term	38.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms	\$ 22.20

8-235

Laborer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalers, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour 07/01/2022

Group I:	\$ 46.95
Group II:	45.60
Group III:	45.20
Group IV:	44.85
Group V:	44.50
Group V(A):	38.15
Group VI:	46.50

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022
Journeyman	\$ 26.90

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

1st Term	\$ 27.07
2nd Term	30.89
3rd Term	34.72
4th Term	38.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour:

All Terms \$ 22.20

8-235h

Laborer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION(Five feet or more outside of building foundation line)

WAGES:(per hour)	07/01/2022	06/01/2023	06/01/2024 Additional
Class 3	\$ 47.75	\$ 49.40	\$ 2.45*

* To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.53	\$ 32.28
Shift	37.09	37.96

OVERTIME PAY

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

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays, Two and one Half Benefits for all hours worked.

***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2022
1st term	\$ 22.22

2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

All Terms Regular	\$ 27.03
All Terms Shift Rate	31.57

11-17tox HH

Laborer - Tunnel

01/01/2023

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)

	07/01/2022
Class 1	\$ 53.45
Class 2	55.60
Class 4	62.00
Class 5	44.80

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 34.45
Benefit 2	51.60
Benefit 3	68.75

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

01/01/2023

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

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

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

SUPPLEMENTAL BENEFITS

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90	\$ 26.40	\$ 26.90

*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata	01/01/2023

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).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting	01/01/2023

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.02)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 49.47	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	49.47	50.60	51.82
Certified Welder	51.94	53.13	54.41
Digging Machine	44.52	45.54	46.64
Tractor Trailer Driver	42.05	43.01	44.05
Groundman, Truck Driver	39.58	40.48	41.46
Equipment Mechanic	39.58	40.48	41.46
Flagman	29.68	30.36	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90	\$ 29.40	\$ 30.90
	*plus 7% of the hourly wage paid	*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.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aReg8LT

Lineman Electrician - Tree Trimmer**01/01/2023**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

*NOTE- Rate effective 12/31/2022: \$14.20

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building**01/01/2023**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages: 07/01/2022

Marble Cutters & Setters \$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 38.27

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81
9-7/4									

Mason - Building

01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2022 06/01/2023

Bricklayer	\$ 43.94	\$ 45.00
Cement Mason	43.94	45.00
Plasterer/Stone Mason	43.94	45.00
Pointer/Caulker	43.94	45.00

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.44 \$ 37.39

OVERTIME PAY

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building 01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2022	12/05/2022	06/05/2023

Building:

Additional

Tile, Marble, & Terrazzo

Mechanic/Setter	\$ 56.42	\$ 56.96	\$ 0.64

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 22.66*	\$ 22.76*
	+ \$7.67	+ \$7.67

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022									
\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33
12/05/2022									
\$21.47	\$26.39	\$33.60	\$38.52	\$42.06	\$45.47	\$49.05	\$53.96	\$56.77	\$60.90

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022									
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*
+\$0.69	+\$0.74	+\$0.84	+\$0.88	+\$1.28	+\$1.33	+\$1.70	+\$1.75	+\$5.90	+\$6.42
12/05/2022									
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$0.71	+\$0.76	+\$0.86	+\$0.90	+\$1.32	+\$1.37	+\$1.76	+\$1.81	+\$5.96	+\$6.51

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022									
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73
12/05/2022									
\$20.72	\$24.92	\$27.01	\$31.22	\$34.05	\$37.76	\$41.11	\$44.32	\$46.01	\$49.65

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18
12/05/2022									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.66*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.70	+\$0.74	+\$0.79	+\$0.83	+\$1.24	+\$1.28	+\$1.67	+\$1.71	+\$6.27	+\$6.36

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

Mason - Building	01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2022	12/05/2022	06/05/2023

Building			Additional

Tile, Marble, & Terrazzo Finisher	\$ 46.38	\$ 46.78	\$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour	\$ 19.76*	\$ 19.91*
	+ \$7.54	+ \$7.54

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

Mason - Heavy&Highway

01/01/2023

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

	07/01/2022	06/01/2023
Bricklayer	\$ 44.44	\$ 45.50
Cement Mason	44.44	45.50
Marble/Stone Mason	44.44	45.50
Plasterer	44.44	45.50
Pointer/Caulker	44.44	45.50

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 36.44	\$ 37.39

OVERTIME PAY

Cement Mason See (B, E, Q, W)

All Others See (B, E, Q)

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2022

Building Construction:

Party Chief	\$ 76.64
Instrument Man	60.50
Rodman	40.64

Steel Erection:

Party Chief	79.41
Instrument Man	62.85
Rodman	43.48

Heavy Construction-NYC counties only:
(Foundation, Excavation.)

Party Chief	84.60
Instrument man	63.79
Rodman	54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Building Construction \$ 26.69* +\$ 7.40

Steel Erection 27.29* +\$ 7.40

Heavy Construction 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

16.45

OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2022	03/06/2023	03/04/2024
GROUP I			
Cranes- up to 49 tons	\$ 65.03	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	67.28	68.53	69.77
Cranes- 100 tons and over	76.77	78.21	79.64
GROUP I-A	56.97	58.01	59.04
GROUP I-B	52.52	53.48	54.41
GROUP II	54.98	55.98	56.97
GROUP III-A	52.97	53.94	54.88
GROUP III-B	50.44	51.35	52.25
GROUP IV-A	52.44	53.40	54.33
GROUP IV-B	44.38	45.17	45.94
GROUP V	47.83	48.69	49.53
Group VI-A	55.93	56.96	57.96
GROUP VI-B			
Utility Man	45.39	46.21	47.00

Warehouse Man	47.57	48.52	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
Loader operators over 5 cubic yard capacity additional .50 per hour.
Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 29.87	\$ 30.57	\$ 31.32

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2022
Class # A1	\$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2022

Journeyman \$ 30.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms \$ 25.85

1-158 Alb

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),

Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck, Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2022	03/06/2023	03/04/2024
Group I	\$ 65.97	\$ 67.27	\$ 68.63
Group I-A	58.16	59.26	60.42
Group I-B	61.28	62.46	63.70
Group II-A	55.70	56.74	57.84
Group II-B	57.44	58.52	59.67
Group III	54.72	55.74	56.81
Group IV	49.74	50.63	51.57
Group IV-B	42.71	43.43	44.19
Group V			
Engineer All Tower, Climbing and			
Crane of 100 Tons	74.73	76.24	77.82
Hoist Engineer(Steel)	67.67	69.01	70.41
Engineer(Pile Driver)	72.16	73.61	75.13
Jersey Spreader, Pavement Breaker (Air			
Ram)Post Hole Digger	56.99	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.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the 4 Day/10 Hour Work schedule Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 32.60 up to 40 Hours	\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	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	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34
Supplemental Benefits per hour:			
	24.55	25.70	26.85

8-137HH

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

07/01/2022

Master Mechanic	\$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 30.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms	\$ 26.15

1-158H/H Alb

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2022

Party Chief	\$ 81.72
Instrument Man	61.43
Rodman	52.40

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
All Categories	
Straight Time:	\$ 25.25* plus \$7.15
Premium:	
Time & 1/2	\$ 37.88* plus \$7.15
Double Time	\$ 50.50* plus \$7.15
Non-Worked Holiday Supplemental Benefits:	\$ 16.45

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid:	See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime:	See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines, Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)	07/01/2022	03/06/2023	03/04/2024
GROUP I	\$ 65.97	\$ 67.27	\$ 68.63
GROUP I-A	58.16	59.26	60.42
GROUP I-B	61.28	62.46	63.70
GROUP II-A	55.70	56.74	57.84
GROUP II-B	57.44	58.52	59.67
GROUP III	54.72	55.74	56.81
GROUP IV-A	49.74	50.63	51.57
GROUP IV-B	42.71	43.43	44.19
GROUP V-A			
Engineer-Cranes	74.73	76.24	77.82
Engineer-Pile Driver	72.16	73.61	75.13
Hoist Engineer	67.67	69.01	70.41
Jersey Spreader/Post			
Hole Digger	56.99	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:

\$ 32.60 up to 40 hours After 40 hours \$23.40 plus \$1.20 on all hours worked	\$ 33.75 up to 40 hours After 40 hours \$24.50 plus \$1.25 on all hours worked	\$ 34.85 up to 40 hours 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	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34

Supplemental Benefits per hour:

All terms	\$ 24.55	\$ 25.70	\$ 26.85

8-137Tun

Operating Engineer - Marine Dredging

01/01/2023

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

SUPPLEMENTAL BENEFITS

Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Operating Engineer - Survey Crew

01/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2023

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:

07/01/2022

Survey Classifications

Party Chief	\$ 46.44
Instrument Man	38.60
Rodman	33.64

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 21.60

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Tunnel

01/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (If employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pumpcrete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Guniting Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinus Widener; Shell Winder; Steam Cleaner; Tractor

Per hour: 07/01/2022

Master Mechanic \$ 52.60

CLASS A 50.19

CLASS B 48.97

CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

SUPPLEMENTAL BENEFITS

Per hour:

\$ 23.70
+ 9.35*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter	01/01/2023

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2022

Brush/Paper Hanger	\$ 37.09
Dry Wall Finisher	37.09
Lead Abatement	37.09
Sandblaster-Painter	37.09
Spray Rate	38.09

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 25.29

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%**

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.99
All others	25.29

1-155

Painter - Bridge & Structural Steel

01/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 10.90	\$ 11.78
	+ 30.60*	+ 30.75*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.20 + 3.86	\$ 21.80 + 4.04
2nd year	\$ 31.80 + 5.78	\$ 32.70 + 6.06
3rd year	\$ 42.40 + 7.70	\$ 43.60 + 8.08
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.24	\$.25 + 12.34
2nd year	\$ 10.90 + 18.36	\$ 10.90 + 18.51
3rd year	\$ 10.90 + 24.48	\$ 10.90 + 24.68

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

01/01/2023

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway): 07/01/2022
Striping-Machine Operator* \$ 31.53

Linerman Thermoplastic 38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator: \$ 10.03

Linerman Thermoplastic: 10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

Painter - Metal Polisher

01/01/2023

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2022
Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022

Journeyworker:

All classification	\$ 11.24

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2022
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber	01/01/2023

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:	07/01/2022
Plumber & Steamfitter	\$ 54.83

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:	\$ 40.98

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following rates:

07/01/2022

1st year	\$ 20.90
2nd year	28.91
3rd year	33.54
4th year	40.25
5th year	46.38

Supplemental Benefits per hour:

1st year	\$ 17.38
2nd year	22.21
3rd year	25.79
4th year	29.79
5th year	32.83

8-21.2-SF

Plumber - HVAC / Service	01/01/2023

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:	07/01/2022

HVAC Service \$ 41.68
+ \$ 4.32*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 27.79

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.87	\$ 22.36	\$ 27.91	\$ 34.33	\$ 37.25
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2022

1st term	\$ 20.30
2nd term	21.62
3rd term	23.07
4th term	25.05
5th term	26.47

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

01/01/2023

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2022
Journeyworker: \$ 46.79

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
\$ 33.56

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	\$ 20.25
2nd year	22.48
3rd year	24.40
4th year	34.25
5th year	36.19

Supplemental Benefits per hour:

1st year	\$ 10.98
2nd year	12.92
3rd year	16.89
4th year	22.82
5th year	24.77

8-21.3-J&A

Roofer

01/01/2023

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2022	05/01/2023
		Additional
Roofer/Waterproofers	\$ 45.25	\$ 2.00
	+ \$7.00*	

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 30.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

	1st	2nd	3rd	4th
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 3.88	\$ 15.48	\$ 18.50	\$ 23.04

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

01/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2022
SheetMetal Worker	\$ 45.25
	+ 3.52*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.20

OVERTIME PAY

OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.79	\$ 18.88	\$ 21.00	\$ 23.08	\$ 25.20	\$ 27.30	\$ 29.89	\$ 32.43
+ 1.41*	+ 1.58*	+ 1.76*	+ 1.94*	+ 2.11*	+ 2.29*	+ 2.46*	+ 2.64*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.37
2nd term	21.81
3rd term	24.21
4th term	26.65
5th term	29.06
6th term	31.48
7th term	33.42
8th term	35.40

8-38

Sprinkler Fitter

01/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2022

Sprinkler \$ 48.98
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 29.13

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.70	\$ 26.34	\$ 28.72	\$ 31.35	\$ 33.99	\$ 36.62	\$ 39.25	\$ 41.89	\$ 44.52	\$ 47.15

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th

\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	1-669.2

Teamster - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2022	05/01/2023
GROUP 1	\$ 34.28	\$ 34.58
GROUP 1A	35.42	35.72
GROUP 2	33.72	34.02
GROUP 3	33.50	33.80
GROUP 4	33.39	33.69
GROUP 5	33.27	33.57
GROUP 6	33.27	33.57

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 42.16	\$ 44.59
Over 40 hours	34.76	36.99

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1 Tractor Trailer Drivers
Group 2 Tri- Axle
Group 3 Senior Teamster

Wages:	07/01/2022	05/01/2023
Group 1	\$ 33.20	\$ 33.70
Group 2	29.20	29.70
Group 3	34.20	34.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 31.50	\$ 32.30
Over 40 hours	0.00	0.00

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder

01/01/2023

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 07/01/2022

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:

Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 01/23/2023

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 298EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		208 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026

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DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOWN NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1996	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATT BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATT BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
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	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
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

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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	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
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

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DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****0468	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	*****1088	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		181 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****8148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026

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DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 A JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5 NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DR MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329 HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14 POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

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DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA 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.		798 PHEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

AGREEMENT CONTRACT

AGREEMENT MADE AS OF THIS **16th day of March, 2023** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the OWNER or CITY, and **CLOVE EXCAVATORS, INC.**, a corporation with business with offices located at **212 Van Wagner Road, Poughkeepsie NY 12603**, hereinafter referred to as the CONTRACTOR; and

WHEREAS, the CITY is desirous of having certain work undertaken as more specifically detailed in the annexed bid proposal documents, entitled **RFB-COP-01-23-02 Street Paving, Millings & Hauling**, which are incorporated herein as Schedule "A" and hereinafter referred to as the "Work;"

WHEREAS, the funds for the Work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023, at line item(s) 01-08-5112-7252

WITNESSETH, that upon the consideration, mutual covenants and agreements contained herein, the parties hereto, their successors and/or assigns, do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment and incidentals required for the "Work" in strict compliance with the Specifications, schedules, plans and drawings, of Solicitation No. **RFB-COP-01-23-02** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 2 COMPENSATION

Pursuant to the contractor's bid proposal, the Owner agrees to pay up to the sum of NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS . (**\$250,000.00**), for the Work to be performed in accordance with the terms and conditions of this Contract, and the Contractor agrees to accept said sum as full compensation for any and all Work performed, unless this Contract expressly provides otherwise. The schedule of said payments will be made in accordance with the terms contained in Article 11 herein. Additional funds may be available at a later date.

ARTICLE 3 COMMENCEMENT OF WORK

The Contractor agrees to commence performance of the Work on or about the **1st Day of April, 2023**, ("commencement date") with the Work to be fully and satisfactorily completed by the **31st Day of March, 2024**.

ARTICLE 4 CONTRACT TERM

The initial term of the Contract is for a minimum of one (1) year. No price increase will be allowed during this period.

ARTICLE 5 CONTRACT RENEWAL

- a. The original agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and condition as exist in the original contract.
- b. With each renewal, Contractor may increase pricing consistent with national CPI indicators if Contractor can demonstrate in writing that the increased costs are due to economic reasons such as

increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract cost will remain in place.

- c. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least sixty (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.
- d. Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie.

ARTICLE 6 BONDS

Performance and Labor bonds of 100% are required for this work.

ARTICLE 7 DEFINITIONS

All terms of this Contract shall have the same meaning as the same set forth in the Bid Documents, Solicitation No. **RFB-COP-01-23-02** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 8 OWNER AND CONTRACTOR'S REPRESENTATIVES

The Work shall be performed under the direction of the Owner, who shall designate a representative hereinafter referred to as the "Engineer." The Engineer shall have complete charge of the Work and exercise full supervision and direction of the Work so far as it affects the interests of the Owner. The undertaking of the direction of Work by the Owner does not create any responsibility on behalf of the Owner to insure completion of Work, nor does it alleviate the full and complete responsibility of the Contractor to perform all Work in accordance with the terms of this Contract.

ARTICLE 9 PERFORMANCE OF WORK

- a. Workmanship - Material - Workers. Unless otherwise specifically provided for in the Specifications, all workmanship, equipment and materials incorporated in the Work are to be of the most suitable grade of their respective kinds for their intended purpose. Where equipment and materials are referred to in the Specifications as "equal to" a particular standard, the Engineer shall determine whether the machinery, equipment and materials, as well as their quantity, quality, acceptability and fitness to be used by the Contractor meet that standard of equality. The Contractor shall furnish to the Engineer for his approval the name of the manufacturer of machinery, materials and other equipment which it contemplates incorporating in the Work, together with their performance capacities, and such other information as may be pertinent or required by the Engineer. To the extent required by the Specifications or by the Engineer, the Contractor shall furnish for approval by the Engineer full information concerning the equipment and materials which it contemplates incorporating into the Work.

Samples of materials shall be submitted for approval when so directed by the Owner or its Engineer. Machinery, equipment and materials installed or used without such approval shall be at the risk of the subsequent rejection by the Owner or Engineer. The Engineer may require the Contractor to remove from the Work such employees as the Engineer deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the Work is deemed by the Engineer to be contrary to the public interest.

- b. **Changed Conditions.** The Owner assumes that any information concerning the condition of the site set forth in drawings or the Specifications is essentially correct, but the Owner neither warrants the completeness nor the accuracy of such information and relies upon the Contractor to verify the completeness and the accuracy of such information; provided, however, that if the Contractor encounters, or the Owner discovers, during the progress of the Work, subsurface or latent conditions at the site materially different from those shown on the drawings or indicated in the Specifications, or that unknown conditions of an unusual nature differ materially from those ordinarily encountered and generally recognized as being inherent in work of the character provided for in the drawings and Specifications, the Engineer shall be notified before the existing conditions are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they do so materially differ, the Contract shall be modified by the Owner to provide for any increase or decrease in cost, and difference in time resulting from such conditions, and an equitable adjustment in the pertinent contract terms shall be made in accordance with the provisions of the paragraphs of Article 15 hereof. Such modifications of this contract by the Owner shall be final, subject only to the provisions of Article 23.
- c. **License and Permits.** The Contractor shall, without additional expense to the Owner, obtain all required licenses and permits prior to the commencement of the Work. If additional licenses and permits are required during the course of the performance of the Work, contractor shall expeditiously obtain any such licenses and permits from the appropriate authorities.
- d. **Responsibility of Contractor.** The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in performance of the Work, and shall be responsible for all materials delivered (including Owner-furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and Work performed until completion and final acceptance. Upon full performance of this Contract, the Work shall be delivered complete and undamaged.
- e. **Space at Site.** The Contractor shall be allowed reasonable space at the site of the Work and given access thereto, and shall confine its operations to the space assigned. The Work shall be performed so as not to unduly interfere with the ordinary use of streets and public access and the Contractor shall cooperate with other contractors of the Owner and Owner's employees as may be required by the circumstances or directed by the Engineer. The Contractor shall not commit or permit any act which, will interfere with the performance of work by any other contractor or Owner's employees whether at the site or not. If it is necessary to control traffic on public streets, the Contractor shall arrange at its own cost for personnel to control traffic in a safe manner.
- f. **Protective Measures.** The Contractor shall protect the Work from deterioration and damage during construction, and shall store and secure flammable material away from fire hazards. During cold weather, the Contractor shall furnish all heat necessary for safe and proper performance of the Work.
- g. **Safety Measures.** The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Engineer to promote safety and avoid accidents.
- h. **Temporary Buildings.** The Contractor shall erect at its own expense, and remove at the completion of the Work, such temporary storage sheds and offices used during the performance of the Work. Prior to their construction, any such structures shall be subject to the approval by the Engineer.

- i. Notification of Utility Companies. The Contractor and any of its subcontractors shall comply with section 119-b of the Public Service Law of the State of New York, and 16 NYCRR Subpart 753-3, et. seq., and any other statutes, rules and regulations applicable thereto, prior to commencement of excavation or blasting in areas near utility lines.

The Contractor shall give written notice to Central Hudson Gas and Electric Corporation, Verizon, and/or any other utility company affected by the performance of the Work, before Work of any nature is commenced under this Contract, and shall give additional notification to the Owner of any proposed blasting at least 48 hours in advance.

ARTICLE 10 SPECIFICATIONS AND DRAWINGS

- a. Conflicts - Omissions – Errors in Description - Misinformation. The Contractor shall keep at the site of the Work a copy of all drawings and Specifications related to the Work, and the Engineer shall at all times have access thereto. If the Specifications contain information or requirements that have been inadvertently omitted from the drawings, the drawings shall be deemed to conform to the Specifications to reflect such information or requirements. Similarly, if the drawings contain information or requirements that are inadvertently omitted from the Specifications, the Specifications shall be deemed to conform to the drawings to reflect such information or requirements. If there are discrepancies between the drawings and Specifications that are not inadvertent, the Specifications shall control. Any omissions from the drawings or Specifications, or the erroneous description of details of Work that are manifestly necessary to carry out the intent of the drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or erroneously described details of Work, but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.
- b. Review of Drawings and Dimensions. The Contractor shall review all drawings furnished to it immediately upon receipt of same and shall promptly notify the Engineer of any discrepancies, errors or irregularities. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall generally govern over small “to-scale” drawings. The Contractor shall prepare all drawings and verify the figures before laying out the Work and shall be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding any existing scale or figure dimensions contained in the drawings.
- c. Deviations. The Contractor shall not deviate from any of the drawings and the dimensions contained therein, regardless of whether the Contractor believes there has been an error, without the prior approval of the Engineer.
- d. Lines and Grades. The Engineer shall establish the initial lines and grades for the commencement of the Work, but the Contractor shall furnish and place all additional stakes, templates and bench marks necessary to mark and maintain points, lines and elevations. The Contractor shall be responsible to ensure that the completed Work complies with the lines and grades established by the Engineer.
- e. Interpretations and Instructions. All questions regarding the figures, drawings, plans and Specifications and the interpretation thereof, and the resolution of conflicts and inconsistencies therein, shall be determined by the Engineer, and such determination shall be final subject only to the provisions of Article 23 hereof.

ARTICLE 11 PAYMENT AND RELEASE

- a. The Contractor shall receive partial payments as the Work progresses based upon estimates made by the Engineer. In making such estimates, materials delivered to the site, work performed at the Contractor's assembly plant and preparatory work performed by the Contractor may be taken into consideration. By making payments to the Contractor, the Owner does not waive any defects in the Work, nor shall the Contractor's responsibility for the Work, the workmanship and materials be diminished by such payments.
- b. Upon the recommendation of the Engineer, The Commissioner of Finance may withhold a sum not exceeding 5% of each payment hereunder for a period up to six (6) months from the date of the final estimate or upon completion of the Work to the satisfaction of the Owner.
- c. All material and workmanship for which partial payments have been made shall become the property of the Owner; nevertheless, this provision shall not be construed as relieving the Contractor from having sole responsibility for all materials and work upon which such payments have been made, or restoring any damaged or destroyed work, or waiving the Owner's right to require the fulfillment of the terms of this Contract.
- d. The obligation of the Owner to make any of the payments required under any of the provisions of this Contract shall be subject to (1) any unsettled claims against the Contractor for labor or material; (2) reasonable deductions for any defects in material or workmanship; and (3) any claims which the Owner may have against the Contractor arising under this Contract. Any overpayment to the Contractor shall, unless otherwise adjusted, be paid to the Owner upon demand.
- e. The Contractor shall execute and deliver at the time of, and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Engineer, discharging the Owner, its officers, agents and employees of and from liabilities, obligations, and claims arising under this Contract.

ARTICLE 12 ASSIGNMENT OR DELEGATION

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written consent of the Owner. An assignment of any portion of, or the entire Contract, shall not relieve the assignor of its obligations hereunder. All of the provisions shall be binding on and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to this Contract.

ARTICLE 13 INSPECTION AND TESTING

- a. All material and workmanship shall be subject to inspection, examination and testing at any and all times during manufacture or construction thereof and at any and all places where such manufacture or construction is carried out. The Owner shall have the right to reject defective material and workmanship or in its discretion, require its correction. Rejected workmanship shall be satisfactorily corrected, and

rejected material shall be satisfactorily replaced with proper material without additional charge to the Owner, and the Contractor shall promptly segregate and remove the rejected material from the worksite. If the Contractor fails to immediately replace rejected material and correct any defective workmanship, the Owner may arrange to replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may terminate the Contract as provided in Articles 26, 27 and 28 hereof.

- b. The Contractor shall make all necessary arrangements for inspections and testing that may be required by the Engineer, at no additional cost to the Owner, including but not limited to furnishing facilities, labor and materials to ensure that inspections and tests are conducted safely and without undue delay in the performance of the Work
- c. If in the discretion of the Owner or its Engineer, it is necessary or advisable to remove all or a portion of the Work completed by the Contractor in order to examine, test, or inspect the Work, prior to final acceptance, the Contractor shall promptly furnish all necessary facilities, labor and material to allow the Owner to conduct same. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or its subcontractors, the Contractor shall defray all of the expenses of such examination and satisfactory reconstruction and shall be responsible for additional costs associated with any resulting delay. If, however, such workmanship is found to meet the requirements of the Contract, the actual cost of labor, equipment and material necessarily involved in the examination of the Work shall be paid to the Contractor, and it shall, in addition, if completion of the Work has been delayed thereby, be granted a reasonable extension of time to perform any additional work required.

ARTICLE 14 TESTING FOUNDATIONS

The Owner shall have the right to test the bearing value of the material underlying the foundation of any structures to be built. Such testing shall be made at such times and places and in such a manner as may be directed by the Engineer. As far as practicable, if test piles are used they shall be located so that they can become part of the finished structure. The Contractor shall furnish the Engineer with ample opportunity to view test results and to make such records as the Owner may consider necessary. Upon written notice to the Owner, the Contractor may be compensated for conducting such tests in the same manner as set forth in Article 13 of this Contract to the extent the contract price does not include compensation therefor. Notice of the Contractor's intent to request compensation must be made in accordance with Articles 13 and 37 hereof.

ARTICLE 15 CHANGES AND EXTRAS

- a. The Engineer may at any time, without notice to the sureties, make changes in the drawings or Specifications of the Contract to conform to the intended purpose of the Work. If such changes cause an increase or decrease in the cost of performing the Work under this Contract, or in the time required to complete the Work, the Contract shall be modified accordingly and an equitable adjustment for such changes shall be made by mutual agreement of the parties; provided however, that if the parties are unable to agree, the Engineer shall determine the equitable adjustment, if any, that shall be made to the contract terms, and his determination shall be final, subject only to Article 23 of this Contract.
- b. Nothing in this Article shall excuse the Contractor from diligently proceeding with the performance of the Work so changed.

ARTICLE 16 LIQUIDATED DAMAGES

- a. The parties acknowledge that time is of the essence and that the Owner will suffer a financial loss if the Work is not completed within the specified time in Article 3 of this Contract, or any agreed extensions thereof. The parties further acknowledge that it may be difficult or impossible to ascertain the amount of actual damages incurred if the Contractor fails to complete the Work within said time. Therefore, the Owner and Contractor agree that the liquidated damages as stated below are intended as compensatory in nature and not a penalty. The Contractor shall pay to the Owner as fixed, agreed and liquidated damages for each calendar day of delay until the delayed work is completed or accepted, the amount of **Five Hundred Dollars** per day unless stated otherwise herein. It is agreed, however, that the Contractor shall not be charged with liquidated or actual damages if any delays in the completion of the work are due to causes beyond its control, including, but not limited to, acts of God, or war; acts of the City or any State or political subdivision thereof (including, but not restricted to the operation of any governmental preferences, priorities, or allocations of material); acts of another contractor in the performance of a contract with the Owner; floods, earthquakes, or other catastrophes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather. The determination of the Owner shall be final, subject to the provisions of Article 23 of this Contract.

ARTICLE 17 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, law suits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and law suits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 18 CERTIFICATES OF INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.

5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days prior written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner no less than ten (10) days prior to any such cancellation.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 19 CONTRACTOR'S SUBSIDIARIES AND RELATED ENTITIES

The terms of this Contract are binding upon any subsidiary or affiliated business of the Contractor, and each such entity shall be jointly and severally liable for the obligations of the Contractor as set forth herein.

ARTICLE 20 LIENS

The Contractor shall, with each request for payment, furnish satisfactory evidence that the claims of all persons who have done work or furnished materials for the Work covered under this Contract have been fully discharged or have been secured. The Contractor shall with each request for payment, provide the Owner with an affidavit of release of liens and an affidavit of payment of debts and claims.

The Owner may retain from any payment due the Contractor such stated sums as shall be necessary to meet lawful claims which have not been fully discharged or otherwise satisfactorily secured; it being understood and agreed, however, that the Owner assumes no obligation toward such claimants, nor in any way undertakes to pay such claims from any funds due or that may become due the Contractor out of its own funds.

It is further agreed by and between the parties hereto that if, at any time before or within thirty (30) days after the entire Work covered by this Contract has been completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished material toward the performance or completion of this Contract shall have filed with the Owner any notice, as described in the Mechanic's Lien Law of the State of New York, the Owner is hereby authorized by the Contractor to retain from the monies then due or to become due under this Contract so much of said monies as shall be sufficient to pay off, satisfy, or discharge the amount in such notice, together with the costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The money so retained shall be held by the Owner until the lien created by the said law and the filing of said notice shall be discharged pursuant to the provisions of the aforesaid Mechanic's Lien Law, and the necessary discharge and/or satisfaction of the filing pursuant to Section 9-302 of the Uniform Commercial Code.

ARTICLE 21 MAINTENANCE OF SITE

The Contractor shall maintain the Work site in a neat and clean condition with no unsightly or undesirable accumulation of debris or material. On or before the completion of the Work, the Contractor shall, without additional compensation, except as otherwise specifically directed or permitted in writing, demolish and remove all temporary buildings and structures built by it and shall remove from the premises all lumber, shoring, debris, surplus materials of every kind, plant, machinery, and other equipment installed by it; shall effectively remove and dispose of in a satisfactory manner all accumulations of organic refuse from any grounds occupied by it; and shall leave the property of adjacent landowners, which may have been affected by its operations, including streets and sidewalks, in the same condition as existed prior to commencement of the Work. If the Contractor does not fully comply with requests to clean up the site or adjacent properties after three (3) days' notice, the Engineer may order such work done at the expense of the Contractor.

ARTICLE 22 RATE OF PROGRESS

Within ten (10) days of the date of this Contract, the Contractor shall furnish the Engineer with its proposed schedule of progress which shall show the contemplated procedure and times of completion of all aspects of the Work. If at any time, in the opinion of the Engineer, the Work cannot be completed within the time specified, the Engineer shall notify the Contractor who shall provide as soon as practicable, such additional workers, machinery, equipment and methods as are required to finish the Work in a timely manner. The failure of the Engineer to give such notice shall not relieve the Contractor of its obligations to complete the Work in accordance with the terms of this contract.

ARTICLE 23 DISPUTES

Except as otherwise provided in this Contract, any dispute arising under this Contract that cannot be resolved by agreement shall be decided by the Engineer, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof, to the Contractor. Pending final decision of any dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract. Upon receipt of the written decision, the Contractor shall abide by the Engineer's decision.

ARTICLE 24 PATENT INDEMNITY

- a. The Contractor shall, as part of its obligations hereunder, and without any additional compensation, indemnify and save harmless the Owner, its officers, employees and agents, from all damages or claims arising from the infringement or alleged infringement of any patent rights covering any material,

appliance or device in or upon the Work, arising out of this Contract, or any part thereof, and shall, without cost or expense to the Owner, its officers, employees and agents, defend any suit or suits which may be brought against the Owner by reason of such infringement or alleged infringement.

- b. The Contractor shall report to the Engineer promptly, and in reasonable written detail, each claim of patent infringement based on the performance of this Contract and asserted against it or any of its subcontractors if the Contractor has notice thereof.

ARTICLE 25 SANITATION

The Contractor shall make arrangements for, and maintain near the work site, adequate sanitary facilities of an approved type for the use of persons employed on the Work, and properly secluded from public observation. Such sanitary facilities shall be constructed and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Engineer. These facilities shall be maintained and kept reasonably clean at all times. At the completion of the Work, the sanitation facilities shall be removed from the worksite, leaving the premises clean and free of nuisance.

ARTICLE 26 TERMINATION FOR CAUSE

If, in the judgment of the Engineer, the Contractor fails to perform the Work diligently and/or in a workmanlike manner, or if the Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should fail to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances or the instructions of the Engineer, or otherwise is guilty of a substantial violation of any provision of the Contract, the Owner, upon certification from the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, five (5) days' written notice, terminate the employment of the Contractor and enter upon the premises and take possession of all materials and fixtures of every kind whatsoever thereon and employ any other person and persons to complete the Work and provide materials therefor. In the event of such discontinuance of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly and satisfactorily completed. If the unpaid balance of the Contract price is less than the expense of completing the Work, including compensation for additional architectural, inspection, managerial and administrative services, then the Contractor and/or its surety shall pay the difference to the Owner. In such case, the Owner shall be under no further obligation to the Contractor, but the liability of the Contractor for damages due to its breach of this Contract shall not be extinguished. The amount, if any, due to the Contractor shall be determined under the provisions of Article 11 hereunder.

ARTICLE 27 TERMINATION WITHOUT CAUSE

The City may terminate this Agreement without cause with ninety (90) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

ARTICLE 28 TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the

contract expiration date) provided that the State has given written notice to the contractor no later than 90 days prior to the anniversary date.

ARTICLE 29 NON-APPROPRIATION CLAUSE

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 30 NON-DISCRIMINATION

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or marital status and further agree to take affirmative action to ensure equal employment opportunities without such discrimination. No services to be rendered pursuant to, or in connection with, this Contract may be refused to any person because of age, race, creed, sex, color, national origin, disability or marital status.

ARTICLE 31 WARRANTY

- a. Except as otherwise expressly provided in this Contract, the Contractor warrants and represents that all mechanical and electrical equipment are free from defects of design, materials and workmanship, and further warrants all materials and Work provided under this Contract against defects or failure for a period of one (1) year from the date of final payment. The Contractor further agrees to repair or replace any such defective material, equipment or workmanship to the satisfaction of the Engineer, and at no cost to the Owner within ten (10) days after receipt of written notice of any such defect.
- b. All warranties and guaranties of subcontractors, manufacturers or suppliers, express or implied, respecting any material or equipment used in or made a part of this Work (whether for equipment of the nature above specified or otherwise) shall be deemed obtained by the Contractor as the agent of the Owner, and all such warranties and guaranties shall inure to the benefit of the Owner as though they had been separately transferred or assigned to the Owner.
- c. The warranties and guaranties provided for in this Article shall not extend or apply to material or equipment furnished by the Owner except to the extent the Contractor may have performed additional work thereon.
- d. The remedies provided in this Article shall not be restrictive of, but shall be cumulative and in addition to, all other remedies of the Owner with respect to latent defects or fraud. Such remedies shall not limit any statutory or common law warranties but shall be in addition thereto.

ARTICLE 32 WAGES AND HOURS OF WORK

The Contractor warrants and represents that it, along with any of its subcontractors, shall be in full compliance with the provisions of the New York State Labor Law, Section 220 and all subdivisions thereof, from the date of commencement of the Work until the Work is completed and final payment received, including but not limited to the following:

No laborer, workman, chauffeur, or mechanic in the employ of the Contractor shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in case of extraordinary emergencies, including fire, flood, or danger to life or property, or in case of national emergency when proclaimed by the President of the United States of America. No person shall be so employed more than eight hours in any day or more than five days in any week except in such emergency.

In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of Section 220 of the Labor Law of the State of New York must be made pursuant to the provisions of the War Emergency Act and such dispensation granted pursuant thereto before any laborer, workman or mechanic may be employed beyond the hours specified in Section 220 of the Law of the State of New York.

The following forms a part of these Specifications in compliance with Article 8, Section 220, subdivision (3) of New York State Labor Law, which reads in relevant part as follows:

“It shall be the duty of the fiscal officer, as defined in this section, to ascertain and determine the schedule of wages to be paid Workers, laborers and mechanics on each such public work prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to, and form a part of, the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the advertisement for bids on all public works proposed to be constructed. The term ‘contract,’ as used in this subdivision shall include reconstruction and repair of any such works.”

ARTICLE 33 WORKERS' COMPENSATION

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker's Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void

ARTICLE 34 LIABILITY OF THE OWNER

Neither the Owner nor any official, employee, agent or representative thereof, shall be liable for or be held to pay any money to the Contractor except as herein provided; and the acceptance by the Contractor of the payments provided on the final estimate shall operate as, and shall be a release of said Owner, its officers, employees and agents, from all claims and liability to the Contractor relating to the Work, or for any act or neglect of the Owner of any person relating to or affecting the Work, except for claims to recover any retained money pursuant to Article 11(b) of this Contract.

ARTICLE 35 TERMINATION FOR REFUSAL TO TESTIFY

The Contractor agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or Contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or Contract:

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Contractor warrants that it is not disqualified from bidding on this Contract by reason of General Municipal Law Section 103-a.

ARTICLE 36 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, employment records, purchase records, insurance records, schedule of hours worked, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 37 NOTICES

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 38 ENTIRE AGREEMENT

This Contract represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered into by the parties hereto.

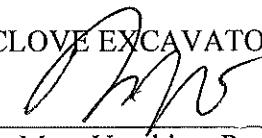
IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 

Marc Nelson, Mayor

CLOVE EXCAVATORS, INC.

By: 

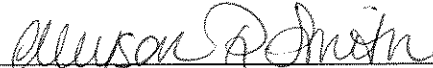
Marc Vumbico, President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 20th day of March, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

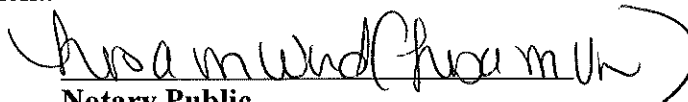
ALLYSON R. SMITH
Notary Public, State of New York
No. 01SM6368247
Qualified in Dutchess County
Commission Expires 12/11/2025

STATE OF NEW YORK)

) ss:

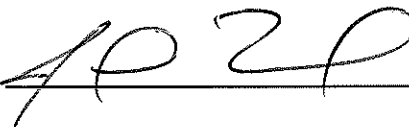
COUNTY OF DUTCHESS)

On the 30th day of March, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Umbico, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

LISA M WOOD
Notary Public, State of New York
No. 01WO6178719
Qualified in Dutchess County
Commission Expires Dec. 10, 2023

Reviewed by Corporation Counsel:



Date: 3/15/23

SCHEDULE A

MILLING, HAULING AND STREET PAVING BID
Bid Proposal Sheet - Bid No. RFB-COP-01-23-02

Page 1 of 4

IN-PLACE PAVING

Price quoted shall be net per U.S. TON placed and properly compacted by the vendor at the locations specified. The contractor will furnish all necessary materials, paving equipment (including water truck and vacuum sweeper) and labor to accomplish the anticipated work. The anticipated work includes all construction signage, the maintenance and protection of traffic (flagging); mobilization of equipment, the cleaning and preparation of the existing roadway; the sawcutting and cold planing of all intersecting roadways joints and asphalt driveways; the application of tack coat; the hauling of asphalt; and the placement and compaction of the asphalt. The City of Poughkeepsie DPW will schedule and coordinate the project with the awarded contractor. The actual roadways to be paved will be determined by the Commissioner of Public Works. All specified thicknesses are after rolling and compaction. All materials shall meet the specification of the associated NYSDOT Item Number.

COP ITEM #	NYSDOT ITEM #	Description	Less than 10,000 sq. yds.	Greater than 10,000 sq. yds.
P1	402.378901	37.5 F9 Base Course HMA	\$145.00	\$143.00
P2	402.258901	25 F9 Binder Course HMA	\$145.00	\$143.00
P3	402.198901	19 F9 Binder Course HMA	\$145.00	\$143.00
P4	402.128201	12.5 F2 Top Course HMA	\$148.00	\$145.00
P5	402.098201	9.5 F2 Top Course HMA	\$152.00	\$149.00
Totals:			\$735.00	\$723.00

PAVEMENT MILLING/ PLANING SERVICES

The Awarded vendor is to furnish all equipment, operators, drivers, flag people and laborers to perform pavement milling / planing of City roads. The Awarded vendor shall provide the trucking and hauling of material. The awarded vendor shall legally dispose of millings.

The Awarded vendor will be responsible for all traffic control and provide the necessary flagmen and construction signage as required by the M.U.T.C.D. (Manual on Uniform Traffic Control Devices) and NYS DOT specifications for the duration of the project.

The undersigned bidder has carefully examined the specifications for pavement milling / planing and agrees to furnish and supply all the materials, equipment, tools and labor necessary to properly remove asphaltic concrete pavement, in strict conformance to the detailed specifications attached. No deviations, amendments, or alternative methods of operations or specifications will be considered.

Bidders are requested to furnish prices per square yard to remove asphaltic concrete pavement at varying depths. Mobilization of Equipment must be included in the square yard pricing.

COP ITEM #	DEPTH OF CUT	UNIT PRICE / SQUARE YARD
M1	0" TO 2"	\$6.50
M2	2" TO 4"	\$9.50
M3	4" TO 6"	\$12.50
M4	EACH ADDITIONAL INCH	\$3.00
Total:		\$31.50

**Aggregate Total of paving (Items P1 - P5 large and small areas) and
Milling (items M1 - M4):** \$1,489.50

Bid Award will be based on the aggregate total of items P1 – P5 (to include large and small areas) and items M1 – M4. Submission of prices for traffic loop, street iron and pavement marking items is required. Traffic loop and street iron unit prices are to be used as need and directed by Commissioner of Public Works or his designated representative.

The City reserves the right to delete any items from contract. Any irregularities or unbalanced bid (i.e. inflated prices for traffic loops, pavement marking or street iron items) will be rejected.

Vendor Name Clove Excavators, Inc.

TRAFFIC LOOP REPLACEMENT

Page 2 of 4

When during the course of the work, traffic loops are damaged or removed they are to be replaced by the successful contractors. Work is to be done in accordance with NYSDOT Specifications 724-20 INDUCTANCE LOOP WIRE, 724-21 SHIELDED LEAD-IN CABLE, 724-22 ROADWAY LOOP EMBEDDING SEALER, and NYSDOT Standard Sheets 680-14 INDUCTANCE LOOP VEHICLE DETECTOR INSTALLATION DETAILS.

COP ITEM #	Description	LUMP SUM PRICE
L1	Inductance loop installed complete per NYSDOT Specifications and detail	\$9,500.00

PROVIDE AND INSTALL MANHOLE RISER

Provide and install manhole risers at the diameters and heights as indicated below.

COP ITEM #	MH RISER DIAMETER	RISER HEIGHT	UNIT PRICE / EACH
R1	16" TO 20"	0" TO 2"	\$350.00
R2	16" TO 20"	3" TO 4"	\$575.00
R3	16" TO 20"	5" TO 6"	\$800.00
R4	21" TO 24"	0" TO 2"	\$350.00
R5	21" TO 24"	3" TO 4"	\$575.00
R6	21" TO 24"	5" TO 6"	\$800.00
R7	25" TO 30"	0" TO 2"	\$425.00
R8	25" TO 30"	3" TO 4"	\$650.00
R9	25" TO 30"	5" TO 6"	\$900.00
R10	31" TO 36"	0" TO 2"	\$600.00
R11	31" TO 36"	3" TO 4"	\$800.00
R12	31" TO 36"	5" TO 6"	\$1,000.00

REPLACE MANHOLE FRAME AND COVER WITH NEW FRAME AND COVER

Remove and dispose of existing manhole frame and cover. Provide and install new manhole frame and cover at the diameters and heights indicated below. Manhole frames and covers shall have machined bearing surfaces. Provide frames and covers from EJ, PO Box 1821, 6177 South Bay Rd., Cicero, NY 13039 800 626 4653 ejco.com or approved equal.

COP ITEM #	MH DIAMETER	FRAME HEIGHT	UNIT PRICE / EACH
F1	16" TO 20"	4"	\$1,600.00
F2	16" TO 20"	5" TO 7"	\$1,800.00
F3	16" TO 20"	8" TO 10"	\$2,200.00
F4	21" TO 24"	4"	\$1,600.00
F5	21" TO 24"	5" TO 7"	\$1,800.00
F6	21" TO 24"	8" TO 10"	\$2,200.00
F7	25" TO 30"	4"	\$1,900.00
F8	25" TO 30"	5" TO 7"	\$2,300.00
F9	25" TO 30"	8" TO 10"	\$2,600.00
F10	31" TO 36"	4"	\$2,300.00
F11	31" TO 36"	5" TO 7"	\$2,800.00
F12	31" TO 36"	8" TO 10"	\$3,000.00

Bid Award will be based on the aggregate total of items P1 – P5 (to include large and small areas) and items M1 – M4. Submission of prices for traffic loop, street iron and pavement marking items is required. Traffic loop and street iron unit prices are to be used as need and directed by Commissioner of Public Works or his designated representative.

The City reserves the right to delete any items from contract. Any irregularities or unbalanced bid (i.e. inflated prices for traffic loops, pavement marking or street iron items) will be rejected.

Vendor Name: Clove Excavators, Inc.

PAVEMENT MARKING

Page 3 of 4

Install crosswalks, stop bars and double yellow pavement marking following street paving. Provide unit prices for waterbourne paint and epoxy paint.

Waterbourne Traffic Paint Pavement Marking

Item No.	Description	Unit	Unit Price
W1	Crosswalk as ordered by DPW	LF	\$30.00
	12" thick white reflectorized pavement markings per specification		
W2	Stop Bar as ordered by DPW	LF	\$45.00
	18" thick white reflectorized pavement markings per specification		
W3	4" Solid White Line as ordered by DPW	LF	\$5.00
	4" thick white reflectorized pavement markings per specification. To be used at intersections to delineate thru lanes from turning lanes.		
W4	Turning Arrow as ordered by DPW	EA	\$300.00
	White reflectorized pavement markings per specification.		
W5	"ONLY" as ordered by DPW		
	White reflectorized pavement markings per specification.	EA	\$300.00
W6	Double Yellow Lines		
	2 - 4" reflectorized pavement markings per specification	LF	\$10.00

Epoxy Paint Pavement Marking

Item No.	Description	Unit	Unit Price
E1	Crosswalk as ordered by DPW	LF	\$60.00
	12" thick white reflectorized pavement markings per specification		
E2	Stop Bar as ordered by DPW	LF	\$90.00
	18" thick white reflectorized pavement markings per specification		
E3	4" Solid White Line as ordered by DPW	LF	\$10.00
	4" thick white reflectorized pavement markings per specification. To be used at intersections to delineate thru lanes from turning lanes.		
E4	Turning Arrow as ordered by DPW	EA	\$650.00
	White reflectorized pavement markings per specification.		
E5	"ONLY" as ordered by DPW		
	White reflectorized pavement markings per specification.	EA	\$650.00
E6	Double Yellow Lines		
	2 - 4" reflectorized pavement markings per specification	LF	\$20.00

Bid Award will be based on the aggregate total of items P1 – P5 (to include large and small areas) and items M1 – M4. Submission of prices for traffic loop, street iron and pavement marking items is required. Traffic loop and street iron unit prices are to be used as need and directed by Commissioner of Public Works or his designated representative.

The City reserves the right to delete any items from contract. Any irregularities or unbalanced bid (i.e. inflated prices for traffic loops, pavement marking or street iron items) will be rejected.

Vendor Name: Clove Excavators, Inc.

TERM OF CONTRACT:

The initial term of the Contract is for a minimum of one (1) year. No price increase will be allowed during this period.

RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with national CPI indicators if Contractor can demonstrate in writing that the increased costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least sixty (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie.

Vendor Name: Clove Excavators, Inc.

Address: 212 Van Wagner Road Poughkeepsie, NY 12603

Contact Name: Lisa M. Vumbico/Marc Vumbico

Phone # 845-452-5030

Email: lisa@cloveexcavators.com

City of Poughkeepsie Purchasing
Department PROPOSAL FORM

Proposal submitted by: Clove Excavators, Inc.

212 Van Wagner Road

Poughkeepsie, NY 12603

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

212 Van Wagner Road

Poughkeepsie, NY 12603

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1

Non-Collusion

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for quote, and
- (b) the contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the proposal. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Signed



By

Marc Vumbico

President

Dated

03/08/2023

REFERENCES (PLEASE FILL OUT)

Project: Town Paving-Various Roads

Type of Work: Milling, Paving, Sitework

Location: Town of Poughkeepsie

Project Value: \$443,278.15

Contact Person: Mike Simon

Phone Number: 845-452-1750

Project: Town Paving-Various Roads

Type of Work: Road Paving

Location: Town of Beekman

Project Value: \$324,356.95

Contact Person: Tony Coviello

Phone Number: 845-724-5013

Project: Town of Wappinger

Type of Work: Milling & Paving

Location: Town of Wappinger

Project Value: \$583,633.75

Contact Person: Michael Sheehan

Phone Number: 845-297-9451

City of Poughkeepsie
Apprenticeship Program Requirement

"The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of \$100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law and shall provide the City of Poughkeepsie with satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding;"

Attached is evidence of an approved apprenticeship program registered by the NYS Department of Labor.

Check one: ☒ YES ☐ NO



SIGNATURE Marc Vumbico, President

03/08/2023

DATE

Clove Excavators, Inc.

COMPANY NAME

845-452-5030

TELEPHONE

WE ARE YOUR GOAL



Andrew M. Cuomo, Governor
Roberta L. Reardon, Commissioner

JANE THOMPSON

Director of Apprenticeship Training

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 455/459, Albany, NY 12240
www.labor.ny.gov

August 20, 2019

Marc Vumbico
President
Clove Excavators, Inc.
212 Van Wagner Road
Poughkeepsie, NY 12603

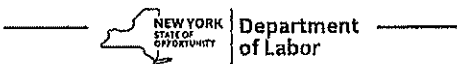
22245 / 18514

Dear Marc Vumbico:

I am pleased to inform you that your Skilled Construction Craft Laborer Apprenticeship Training Program has successfully completed its recertification review. Please be advised that the New York State Apprenticeship Regulations require that all apprenticeship training programs undergo a recertification review at or about the time that a program completes its first training cycle and at least every five years thereafter.

The Department will continue to conduct bi-annual visits to ensure that your program remains in compliance and to provide technical assistance. These visits will include a review of the overall progress of the program, including worksite training, related instruction, program operation and administration, Equal Employment Opportunity/Affirmative Action efforts, and a review of the program's completion/graduation rates. Apprentice program completions are an important part of all programs' performance and will continue to be monitored closely. The reviews will monitor compliance with the provisions on the Apprentice Training Program Registration Agreement (AT 10 Form), Labor Law Article 23, Apprenticeship Regulations Parts 600 and 601, and other Department requirements. These laws and regulations can be found on the Apprenticeship Training website at the following link:
<https://www.labor.ny.gov/apprenticeship/general/lawsandregs.shtm>.

NEW YORK STATE OF OPPORTUNITY



Andrew M. Cuomo, Governor
Roberta L. Reardon, Commissioner

If you have any questions, please contact your ATR, Dan Paris, at (518) 457-7745.

Sincerely,

A handwritten signature in black ink, appearing to read "Jane Thompson". The signature is written in a cursive style with a large, sweeping loop at the end.

Jane Thompson
Director of Apprenticeship Training

cc: Dan Paris

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

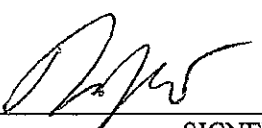
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Marc Vumbico, being duly sworn, deposes and says that he/she is the
President of Clove Excavators, Inc. the _____
Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited
Entities List.



Marc Vumbico, President SIGNED

SWORN to before me this

8th day of March 2023

Notary Public: Lisa M Wood (Lisa M Wood)

LISA M WOOD
Notary Public, State of New York
No. 01WO6178719
Qualified in Dutchess County
Commission Expires Dec. 10, 2023

STREET PAVING, MILLING & Hauling
RFB-COP-01-23-02

Bid Addendum Acknowledgement Sheet

All addenda, the receipts of which are hereby acknowledged by inserting the dates of each addendum next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid.

Receipt of Addendum:

Addendum No. 1	02/09/2023
Addendum No. 2	N/A
Addendum No. 3	N/A
Addendum No. 4	N/A
Addendum No. 5	N/A
Addendum No. 6	N/A
Addendum No. 7	N/A

Vendor: Clove Excavators, Inc.



**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**

**RFB-COP-01-23-02
Street Paving, Milling, Hauling**

ADDENDUM NO. 1

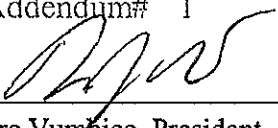
February 9, 2023

This addendum contains the following:

- Bid Tab from prior bid in 2020

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum# 1

Signed: 

Marc Vumbico, President

Company Name: Clove Excavators, Inc.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects,
AIA® Document A310™ (2010 Edition)

BondNo.B 1278035

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

Clove Excavators, Inc.
212 Van Wagner Road
Poughkeepsie, NY 12603

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

BOND AMOUNT: FIVE PERCENT OF ATTACHED BID
(5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

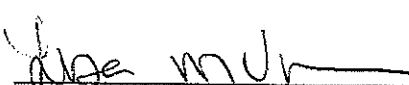
RFB-COP-01-23-02
Street Paving, Milling & Hauling

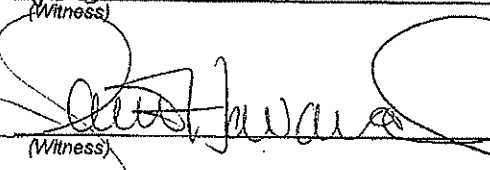
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of March, 2023


(Witness)


(Witness)

(5/20)

Clove Excavators, Inc.
(Contractor as Principal) (Seal)

(Title) Marc Vimbico, President

Selective Insurance Company of America
(Surety) (Seal)

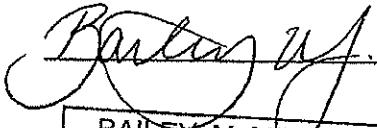
(Title) Kevin A. Viana, Attorney-in-Fact

A310-2010 1

STATE OF New York }
COUNTY OF Dutchess } SS:

On this 8th day of March, 2023 before me personally appeared Marc Vumbico with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That (s)he resides at Poughkeepsie, NY that (s)he is the President of the Clove Excavators, Inc. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he signed his name thereto by like order.


Notary Public
County
BAILEY M MINNERLY
Notary Public - State of New York
No. 01M16434841
Qualified in Dutchess County
My Commission Expires 06/13/2026

STATE OF New York }
COUNTY OF Dutchess } SS:

On this 8th day of March, 2023, before me personally appeared Kevin A. Viaña with whom I am personally acquainted, who, being by me duly sworn, did depose and say:

That (s)he resides at Pleasant Valley, NY that (s)he is the Attorney-in-Fact of the Selective Insurance Company of America the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he signed his name thereto by like order.


Notary Public
County
BAILEY M MINNERLY
Notary Public - State of New York
No. 01M16434841
Qualified in Dutchess County
My Commission Expires 06/13/2026

SELECTIVE
BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1278035

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Kevin A Viana**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$10,000,000.00**

Signed this 8th day of March, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

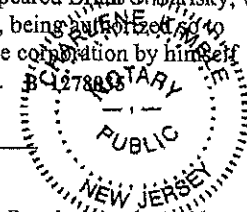
:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of March, 2023 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

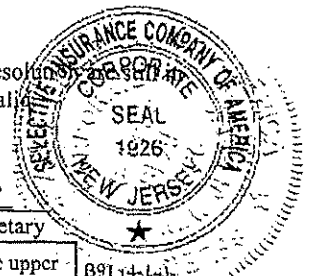
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 8th day of March, 2023.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

SELECTIVE INSURANCE

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1278035

STATEMENT OF FINANCIAL CONDITION

Public Bid

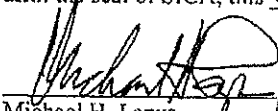
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

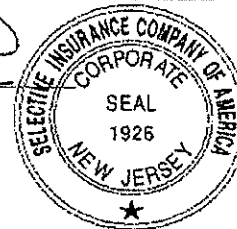
<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	458,257
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	838,299
Other admitted assets	197,698		
Total admitted assets	3,160,635	Total liabilities and surplus as regards policyholders	3,160,635

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

: ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 16, 2024



Kathy Hochul, Governor
Roberta Reardon, Commissioner

Apprenticeship Training Central Office
New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 459, Albany, NY 12240
ATCO@labor.ny.gov

March 13, 2023

Dear Lisa Vumbico:

I am writing in response to your email dated March 10, 2023, requesting verification of a NYS DOL approved apprenticeship program.

Our records indicate that Clove Excavators, Inc. does have an approved Apprenticeship program with the State of New York.

A list of NYSDOL Registered Apprenticeship Programs may be found at the following web address: <https://dol.ny.gov/list-active-sponsors>

Thank you,

A handwritten signature in black ink, appearing to read "Joshua Veshia".

Joshua Veshia

Apprenticeship Training Representative

Wage Schedule



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Poughkeepsie

Shirley Davison, Purchasing Agent
62 Civic Center Plaza
Poughkeepsie NY 12601

Schedule Year 2022 through 2023
Date Requested 01/26/2023
PRC# 2023000989

Location Various locations within city
Project ID# RFB-COP-01-23-02
Project Type Street Paving, milling and Hauling

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 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is **REQUIRED** to provide complete copies to all prime contractors who in turn **MUST**, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers, compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing 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 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Poughkeepsie

Shirley Davison, Purchasing Agent
62 Civic Center Plaza
Poughkeepsie NY 12601

Schedule Year 2022 through 2023
Date Requested 01/26/2023
PRC# 2023000989

Location Various locations within city
Project ID# RFB-COP-01-23-02
Project Type Street Paving, milling and Hauling

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov.

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, and
- You perform work that is not part of the usual work done by the business that hired you, and
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
First offense: Up to \$2,500 per employee
Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. 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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Dutchess County General Construction

Boilermaker

01/01/2023

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2022

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker	32% of hourly
Repair & Renovations	Wage Paid
	+ \$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	32% of Hourly
	Wage Paid Plus
	Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2022

Building:	
Millwright	\$ 45.50
	+ 8.17*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.51

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$27.76	\$30.09	\$34.42	\$43.08
+ 4.27*	+ 5.06*	+ 5.81*	+ 7.31*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$22.00	\$23.79	\$25.90	\$28.63

8-740.2

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 34.45
+ 3.25*

*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.25	\$18.37	\$23.09	\$27.73
+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.55

8-2287D&O

Carpenter

01/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 73.03
+ 9.54*

Marine Tender \$ 62.11
+ 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 44.54

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 24.60
	+ 5.05*
2nd year	30.20
	+ 5.05*
3rd year	38.58
	+ 5.05*
4th year	56.97
	+ 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

Carpenter - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional	07/01/2025 Additional
Base Wage	\$ 34.68 + 4.80*	\$ 2.10**	\$ 2.16**	\$ 2.23**

Applies to Diver (Wet):

Base Wage	\$ 50.00 + 4.80*	2.10**	2.16**	2.23**

*For all hours paid straight or premium.

**To be allocated at a later date.

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 30.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

	1st	2nd	3rd	4th	5th
07/01/2022	\$ 17.34 +2.57*	\$ 20.81 +2.57*	\$ 22.54 +2.57*	\$ 24.28 +2.57*	\$ 27.74 +2.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

Apprentices (all terms)

07/01/2022 \$ 16.33

11-279.2B/H&H

Electrician

01/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2022	04/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 48.00 +9.00*	\$ 49.50 + 9.00*	\$ 50.50 + 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 56.32 + 9.00*	\$ 58.08 + 9.00*	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$ 63.09 + 9.00*	\$65.06 + 9.00*	\$66.35 + 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80 +1.00*	\$ 18.40 +1.00*	\$ 23.00 +1.50*	\$ 27.60 +2.00*	\$ 32.20 +2.50*	\$ 34.50 +2.50*
2nd Shift	16.19 +1.00*	21.59 +1.00*	26.99 +1.50*	32.38 +2.00*	37.78 +2.50*	40.48 +2.50*
3rd Shift	18.14 +1.00*	24.18 +1.00*	30.23 +1.50*	36.28 +2.00*	42.32 +2.50*	45.35 +2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.87 +1.50*	33.44 +2.00*	39.01 +2.50*	41.80 +2.50*
3rd Shift	18.73 +1.00*	24.97 +1.00*	31.22 +1.50*	37.46 +2.00*	43.70 +2.50*	46.83 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +1.00*	22.77 +1.00*	28.47 +1.50*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +1.00*	25.49 +1.00*	31.87 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +0.50*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +0.50*	22.77 +1.00*	28.47 +1.00*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +0.50*	25.49 +1.00*	31.87 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022

1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

Electrician

01/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

Per hour:

Electrician Wireman/ Technician Electrical/Technician Projects under \$ 250,000.00	07/01/2022	04/01/2023	04/01/2024
	\$ 44.00	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 48.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.00*	+ 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects

under \$ 250,000.00	\$ 51.62	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 56.32	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.00*	+ 9.50*

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects

under \$ 250,000.00	\$ 57.83	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 63.09	\$ 65.06	\$ 66.35
	+ 9.00*	+ 9.00*	+ 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80	\$ 18.40	\$ 23.00	\$ 27.60	\$ 32.20	\$ 34.50
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.19	21.59	26.99	32.38	37.78	40.48
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.14	24.18	30.23	36.28	42.32	45.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.87	33.44	39.01	41.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.73	24.97	31.22	37.46	43.70	46.83
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022

1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

Elevator Constructor

01/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2022	01/01/2023
Mechanic	\$ 64.63	\$ 67.35
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2022	01/01/2023
Journeyman/Helper	\$ 36.885*	\$ 37.335*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

Glazier **01/01/2023**

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	7/01/2022	11/01/2022
Glazier	\$ 59.59	\$ 60.34
*Scaffolding	61.55	62.55
Glass Tinting & Window Film	30.11	30.11
**Repair & Maintenance	30.11	30.11

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2022	11/01/2022
Journeyworker	\$ 37.55	\$ 38.05
Glass tinting & Window Film	22.01	22.01
Repair & Maintenance	22.01	22.01

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2022	11/01/2022
1st term	\$ 21.15	\$ 21.45
2nd term	29.07	29.45
3rd term	35.20	35.65
4th term	47.38	47.98

Supplemental Benefits:

(Per hour)

1st term	\$ 17.15	\$ 17.35
2nd term	24.42	24.67
3rd term	27.06	27.36
4th term	32.15	32.55

8-1087 (DC9 NYC)

Insulator - Heat & Frost **01/01/2023**

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2022	05/31/2023
Insulator	\$ 58.25	+ \$ 2.00
Discomfort & Additional Training**	61.30	+ \$ 2.00
Fire Stop Work*	31.15	+ \$ 2.00

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 36.10
Discomfort & Additional Training	38.09
Fire Stop Work: Journeyworker	18.41

OVERTIME PAY

See (B, E, E2, Q, *T) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.15	\$ 36.56	\$ 41.98	\$ 47.41

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 32.67	\$ 38.39	\$ 44.12	\$ 49.85

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 18.41
2nd term	21.94
3rd term	25.48
4th term	29.03

Discomfort & Additional Training Apprentices:

1st term	\$ 19.41
2nd term	23.14
3rd term	26.88
4th term	30.62

8-91

Ironworker

01/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2022	07/01/2023 Additional
Structural	\$ 51.38	\$ 2.34*
Reinforcing*	51.38	2.34*
Ornamental	51.38	2.34*
Chain Link Fence	51.38	2.34*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	65.79
3rd Shift	70.59

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 42.71

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	35.34	41.44	47.53	53.61
3rd Shift	38.56	44.97	51.38	57.77

Supplemental Benefits per hour:

1st year	\$ 36.71
2nd year	37.91
3rd year	39.11
4th year	40.31

11-417

Laborer - Building

01/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2022
Premium	\$ 45.30

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.65
Shift	38.61

OVERTIME PAY

See (B, E, E5, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 22.22
2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

Apprentices	\$ 27.03
Shift	32.71

11-17tox B

Laborer - Building

01/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

07/01/2022

GROUP # 1	\$ 38.65*
GROUP # 2	40.80*

*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 27.15

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour: 07/01/2022

1000 Hour terms

1st term	\$ 27.07
2nd term	30.89
3rd term	34.72
4th term	38.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$ 22.20

8-235

Laborer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalers, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers (including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour 07/01/2022

Group I:	\$ 46.95
Group II:	45.60
Group III:	45.20
Group IV:	44.85
Group V:	44.50
Group V(A):	38.15
Group VI:	46.50

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2022
Journeyman \$ 26.90

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

1st Term	\$ 27.07
2nd Term	30.89
3rd Term	34.72
4th Term	38.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour:

All Terms \$ 22.20

8-235h

Laborer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION(Five feet or more outside of building foundation line)

WAGES:(per hour)	07/01/2022	06/01/2023	06/01/2024 Additional
Class 3	\$ 47.75	\$ 49.40	\$ 2.45*

* To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.53	\$ 32.28
Shift	37.09	37.96

OVERTIME PAY

See (B, E, P, *R, **S, ***T, X) on OVERTIME PAGE

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays, Two and one Half Benefits for all hours worked.

***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2022
1st term	\$ 22.22

2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

All Terms Regular	\$ 27.03
All Terms Shift Rate	31.57

11-17tox HH

Laborer - Tunnel

01/01/2023

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)

	07/01/2022
Class 1	\$ 53.45
Class 2	55.60
Class 4	62.00
Class 5	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 34.45
Benefit 2	51.60
Benefit 3	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

01/01/2023

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90	\$ 26.40	\$ 26.90

*plus 7% of
the hourly
wage paid

*plus 7% of
the hourly
wage paid

*plus 7% of
the hourly
wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata

01/01/2023

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).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

01/01/2023

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.02)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 49.47	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	49.47	50.60	51.82
Certified Welder	51.94	53.13	54.41
Digging Machine	44.52	45.54	46.64
Tractor Trailer Driver	42.05	43.01	44.05
Groundman, Truck Driver	39.58	40.48	41.46
Equipment Mechanic	39.58	40.48	41.46
Flagman	29.68	30.36	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90	\$ 29.40	\$ 30.90
	*plus 7% of the hourly wage paid	*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.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

01/01/2023

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

*NOTE- Rate effective 12/31/2022: \$14.20

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages: 07/01/2022

Marble Cutters & Setters \$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 38.27

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

Mason - Building

01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2022 06/01/2023

Bricklayer	\$ 43.94	\$ 45.00
Cement Mason	43.94	45.00
Plasterer/Stone Mason	43.94	45.00
Pointer/Caulker	43.94	45.00

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.44 \$ 37.39

OVERTIME PAY

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building

01/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2022	12/05/2022	06/05/2023

Building:

Additional

Tile, Marble, & Terrazzo

Mechanic/Setter	\$ 56.42	\$ 56.96	\$ 0.64

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 22.66*	\$ 22.76*
	+ \$7.67	+ \$7.67

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022									
\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33
12/05/2022									
\$21.47	\$26.39	\$33.60	\$38.52	\$42.06	\$45.47	\$49.05	\$53.96	\$56.77	\$60.90

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022									
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*
+\$0.69	+\$0.74	+\$0.84	+\$0.88	+\$1.28	+\$1.33	+\$1.70	+\$1.75	+\$5.90	+\$6.42
12/05/2022									
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$0.71	+\$0.76	+\$0.86	+\$0.90	+\$1.32	+\$1.37	+\$1.76	+\$1.81	+\$5.96	+\$6.51

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022									
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73
12/05/2022									
\$20.72	\$24.92	\$27.01	\$31.22	\$34.05	\$37.76	\$41.11	\$44.32	\$46.01	\$49.65

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18
12/05/2022									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.66*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.70	+\$0.74	+\$0.79	+\$0.83	+\$1.24	+\$1.28	+\$1.67	+\$1.71	+\$6.27	+\$6.36

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

Mason - Building **01/01/2023**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour: 07/01/2022 12/05/2022 06/05/2023

Building Additional

Tile, Marble, &
Terrazzo Finisher \$ 46.38 \$ 46.78 \$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour \$ 19.76* \$ 19.91*

+ \$ 7.54 + \$ 7.54

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

Mason - Heavy&Highway

01/01/2023

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

	07/01/2022	06/01/2023
Bricklayer	\$ 44.44	\$ 45.50
Cement Mason	44.44	45.50
Marble/Stone Mason	44.44	45.50
Plasterer	44.44	45.50
Pointer/Caulker	44.44	45.50

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 36.44	\$ 37.39

OVERTIME PAY

Cement Mason See (B, E, Q, W)

All Others See (B, E, Q)

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2022

Building Construction:

Party Chief	\$ 76.64
Instrument Man	60.50
Rodman	40.64

Steel Erection:

Party Chief	79.41
Instrument Man	62.85
Rodman	43.48

Heavy Construction-NYC counties only:
(Foundation, Excavation.)

Party Chief	84.60
Instrument man	63.79
Rodman	54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Building Construction \$ 26.69* +\$ 7.40

Steel Erection 27.29* +\$ 7.40

Heavy Construction 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

16.45

OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2022	03/06/2023	03/04/2024
GROUP I			
Cranes- up to 49 tons	\$ 65.03	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	67.28	68.53	69.77
Cranes- 100 tons and over	76.77	78.21	79.64
GROUP I-A	56.97	58.01	59.04
GROUP I-B	52.52	53.48	54.41
GROUP II	54.98	55.98	56.97
GROUP III-A	52.97	53.94	54.88
GROUP III-B	50.44	51.35	52.25
GROUP IV-A	52.44	53.40	54.33
GROUP IV-B	44.38	45.17	45.94
GROUP V	47.83	48.69	49.53
Group VI-A	55.93	56.96	57.96
GROUP VI-B			
Utility Man	45.39	46.21	47.00

Warehouse Man	47.57	48.52	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
Loader operators over 5 cubic yard capacity additional .50 per hour.
Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 29.87	\$ 30.57	\$ 31.32

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Building

01/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

07/01/2022

Class # A1	\$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2022

Journeyman \$ 30.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms \$ 25.85

1-158 Alb

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),

Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck, Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2022	03/06/2023	03/04/2024
Group I	\$ 65.97	\$ 67.27	\$ 68.63
Group I-A	58.16	59.26	60.42
Group I-B	61.28	62.46	63.70
Group II-A	55.70	56.74	57.84
Group II-B	57.44	58.52	59.67
Group III	54.72	55.74	56.81
Group IV	49.74	50.63	51.57
Group IV-B	42.71	43.43	44.19
Group V			
Engineer All Tower, Climbing and			
Cranes of 100 Tons	74.73	76.24	77.82
Hoist Engineer(Steel)	67.67	69.01	70.41
Engineer(Pile Driver)	72.16	73.61	75.13
Jersey Spreader, Pavement Breaker (Air			
Ram)Post Hole Digger	56.99	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.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the 4 Day/10 Hour Work schedule Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 32.60 up to 40 Hours	\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	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	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34
Supplemental Benefits per hour:			
	24.55	25.70	26.85

8-137HH

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

07/01/2022

Master Mechanic	\$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 30.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms \$ 26.15

1-158H/H Alb

Operating Engineer - Heavy&Highway

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2022

Party Chief	\$ 81.72
Instrument Man	61.43
Rodman	52.40

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
All Categories Straight Time:	\$ 25.25* plus \$7.15
Premium: Time & 1/2	\$ 37.88* plus \$7.15
Double Time	\$ 50.50* plus \$7.15
Non-Worked Holiday Supplemental Benefits:	\$ 16.45

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid:	See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime:	See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

01/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines, Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater), Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)	07/01/2022	03/06/2023	03/04/2024
GROUP I	\$ 65.97	\$ 67.27	\$ 68.63
GROUP I-A	58.16	59.26	60.42
GROUP I-B	61.28	62.46	63.70
GROUP II-A	55.70	56.74	57.84
GROUP II-B	57.44	58.52	59.67
GROUP III	54.72	55.74	56.81
GROUP IV-A	49.74	50.63	51.57
GROUP IV-B	42.71	43.43	44.19
GROUP V-A			
Engineer-Cranes	74.73	76.24	77.82
Engineer-Pile Driver	72.16	73.61	75.13
Hoist Engineer	67.67	69.01	70.41
Jersey Spreader/Post			
Hole Digger	56.99	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:

\$ 32.60 up to 40 hours After 40 hours \$23.40 plus \$1.20 on all hours worked	\$ 33.75 up to 40 hours After 40 hours \$24.50 plus \$1.25 on all hours worked	\$ 34.85 up to 40 hours 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	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34

Supplemental Benefits per hour:

All terms	\$ 24.55	\$ 25.70	\$ 26.85

8-137Tun

Operating Engineer - Marine Dredging

01/01/2023

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Operating Engineer - Survey Crew

01/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.05

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2023

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:

07/01/2022

Survey Classifications

Party Chief	\$ 46.44
Instrument Man	38.60
Rodman	33.64

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 21.60

OVERTIME PAY

OVERTIME:..... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Tunnel

01/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour: 07/01/2022

Master Mechanic \$ 52.60
CLASS A 50.19
CLASS B 48.97

CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

SUPPLEMENTAL BENEFITS

Per hour:

\$ 23.70
+ 9.35*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter	01/01/2023

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2022

Brush/Paper Hanger	\$ 37.09
Dry Wall Finisher	37.09
Lead Abatement	37.09
Sandblaster-Painter	37.09
Spray Rate	38.09

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 25.29

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%**

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.99
All others	25.29

1-155

Painter - Bridge & Structural Steel

01/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 10.90	\$ 11.78
	+ 30.60*	+ 30.75*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.20 + 3.86	\$ 21.80 + 4.04
2nd year	\$ 31.80 + 5.78	\$ 32.70 + 6.06
3rd year	\$ 42.40 + 7.70	\$ 43.60 + 8.08
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.24	\$.25 + 12.34
2nd year	\$ 10.90 + 18.36	\$ 10.90 + 18.51
3rd year	\$ 10.90 + 24.48	\$ 10.90 + 24.68

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

01/01/2023

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schoenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2022
Striping-Machine Operator*	\$ 31.53
Linerman Thermoplastic	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:	
Striping Machine Operator:	\$ 10.03
Linerman Thermoplastic:	10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

Painter - Metal Polisher

01/01/2023

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2022

Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:	
All classification	\$ 11.24

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2022

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber	01/01/2023

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

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:	07/01/2022
Plumber & Steamfitter	\$ 54.83

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:	\$ 40.98

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following rates:

07/01/2022

1st year	\$ 20.90
2nd year	28.91
3rd year	33.54
4th year	40.25
5th year	46.38

Supplemental Benefits per hour:

1st year	\$ 17.38
2nd year	22.21
3rd year	25.79
4th year	29.79
5th year	32.83

8-21.2-SF

Plumber - HVAC / Service	01/01/2023

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:	07/01/2022

HVAC Service \$ 41.68
+ \$ 4.32*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 27.79

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.87	\$ 22.36	\$ 27.91	\$ 34.33	\$ 37.25
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices	07/01/2022
1st term	\$ 20.30
2nd term	21.62
3rd term	23.07
4th term	25.05
5th term	26.47

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

01/01/2023

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2022
Journeyworker: \$ 46.79

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
\$ 33.56

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	\$ 20.25
2nd year	22.48
3rd year	24.40
4th year	34.25
5th year	36.19

Supplemental Benefits per hour:

1st year	\$ 10.98
2nd year	12.92
3rd year	16.89
4th year	22.82
5th year	24.77

8-21.3-J&A

Roofer

01/01/2023

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2022	05/01/2023
Roofer/Waterproofeer	\$ 45.25 + \$7.00*	Additional \$ 2.00

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 30.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

	1st	2nd	3rd	4th
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 3.88	\$ 15.48	\$ 18.50	\$ 23.04

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

01/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2022
SheetMetal Worker	\$ 45.25 + 3.52*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.20

OVERTIME PAY

OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.79	\$ 18.88	\$ 21.00	\$ 23.08	\$ 25.20	\$ 27.30	\$ 29.89	\$ 32.43
+ 1.41*	+ 1.58*	+ 1.76*	+ 1.94*	+ 2.11*	+ 2.29*	+ 2.46*	+ 2.64*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.37
2nd term	21.81
3rd term	24.21
4th term	26.65
5th term	29.06
6th term	31.48
7th term	33.42
8th term	35.40

8-38

Sprinkler Fitter

01/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2022

Sprinkler \$ 48.98
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 29.13

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.70	\$ 26.34	\$ 28.72	\$ 31.35	\$ 33.99	\$ 36.62	\$ 39.25	\$ 41.89	\$ 44.52	\$ 47.15

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th

\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	1-669.2

Teamster - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2022	05/01/2023
GROUP 1	\$ 34.28	\$ 34.58
GROUP 1A	35.42	35.72
GROUP 2	33.72	34.02
GROUP 3	33.50	33.80
GROUP 4	33.39	33.69
GROUP 5	33.27	33.57
GROUP 6	33.27	33.57

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 42.16	\$ 44.59
Over 40 hours	34.76	36.99

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

01/01/2023

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1 Tractor Trailer Drivers
Group 2 Tri- Axle
Group 3 Senior Teamster

Wages:	07/01/2022	05/01/2023
Group 1	\$ 33.20	\$ 33.70
Group 2	29.20	29.70
Group 3	34.20	34.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 31.50	\$ 32.30
Over 40 hours	0.00	0.00

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder

01/01/2023

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 07/01/2022

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

Telephone: ()

Fax: ()

E-Mail:

3. SEND REPLY TO ☐ check if new or change)
Name and complete address:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE:

☐ Additional Occupation and/or Redetermination

Telephone:()

Fax: ()

E-Mail:

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT:

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT:

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 01/23/2023

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 261 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

NYSDOL Bureau of Public Work Debarment List 01/23/2023

Article 8

DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATT BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATT BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
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	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
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

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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	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
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

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DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11788	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEWPORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026

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DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5 NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DR MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329 HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11591	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSA CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSA CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14 POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSA DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

NYSDOL Bureau of Public Work Debarment List 01/23/2023

Article 8

DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	08/06/2022	08/06/2027
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 PHILEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTI BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023