

**SPECIFICATIONS  
AND CONTRACT DOCUMENTS  
FOR THE  
2023 ROAD RESURFACING**

**VILLAGE OF DOBBS FERRY  
WESTCHESTER COUNTY  
NEW YORK  
MAY 2023**

**AI ENGINEERS, INC.,  
DOLPH ROTFELD ENGINEERING DIVISION  
570 TAXTER ROAD  
ELMSFORD, NEW YORK 10523**

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**SECTION A**

**NOTICE TO BIDDERS**

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**VILLAGE OF DOBBS FERRY**

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**MAYOR**

Vincent Rossillo

**DEPUTY MAYOR**

Nicole Sullivan

**112 Main Street, Dobbs Ferry, N.Y. 10522****(914) 231-8504 Fax (914) 693-3470****[www.dobbsferry.com](http://www.dobbsferry.com)****INTERIM VILLAGE ADMINISTRATOR**

Richard Leins

**TRUSTEES**

Jessica Galen

Michael Patino

Shari Rosen Ascher

Matt Rosenberg

Larry Taylor

**VILLAGE ENGINEER**

AI Engineers, Inc.,

Dolph Rotfeld Engineering Division

570 Taxter Road

Elmsford, New York 10523

**NOTICE TO BIDDERS**  
**2023 ROAD RESURFACING**  
**VILLAGE OF DOBBS FERRY**  
**WESTCHESTER COUNTY, NEW YORK**

**NOTICE IS HEREBY GIVEN** that sealed bids for performing the work herein described will be received by the Village of Dobbs Ferry, NY, at the Office of the Village Administrator, Village Hall, 112 Main Street, Dobbs Ferry, NY 10522, until **May 19th, 2023 at 10:00 AM** and immediately thereafter the bids will be opened and read aloud for the furnishing and/or installing of the following:

**Milling of existing roadway surfaces and resurfacing with HMA top course, including adjusting valve boxes, manhole covers, catch basins, epoxy reflectorized pavement markings and other appurtenant work as necessary, all in accordance with Village specifications and requirements.**

No bids will be received or considered after the time stated above.

Specifications and Bid Proposal Forms will be available on **May 5th, 2023**. Bid Package may be obtained at <https://www.dobbsferry.com/home/pages/bids-rfps> or at Village Hall. Please contact Village Clerk Liz Dreaper at [ldreaper@dobbsferry.com](mailto:ldreaper@dobbsferry.com), if the Bid Package is downloaded online, for any and all updates and addendums that may arise.

A bid bond, certified check or bank check in the amount of 5% of bid must accompany the bid proposal. All bids must be submitted in a sealed envelope bearing the name and address of the bidder and clearly marked **“BID FOR 2023 ROAD RESURFACING”**.

The Village Administrator reserves the right to accept or reject any or all bids and to waive any informalities at his discretion, and to award contracts in a manner deemed to be in the best interests of the Village of Dobbs Ferry even if such award is to other than the lowest bidder.

All technical questions should be directed to AI Engineers, Inc., Dolph Rotfeld Engineering Division at (914) 631-8600 or [dsingleton@aiengineers.com](mailto:dsingleton@aiengineers.com).

Richard Leins

Village Administrator

Village of Dobbs Ferry

*Date of Publication: May 5<sup>th</sup>, 2023*

**SECTION B**

**INFORMATION FOR BIDDERS**

## **INFORMATION FOR BIDDERS**

PROPOSALS are requested for the **2023 Road Resurfacing** and related work for the Village of Dobbs Ferry, New York, in accordance with specifications and other Contract Documents prepared by AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road Elmsford, NY 10523.

If the Bid Package has been downloaded through the Villages Bid Page please email the village clerk, Liz Dreaper ([ldreaper@dobbsferry.com](mailto:ldreaper@dobbsferry.com)) to confirm the collection of the bid documents as well as to receive updates and addendums to the Bid Package

Each Proposal shall be made on a form prepared by the Engineer and included as one of the Contract Documents; and shall be submitted in a sealed envelope bearing the title of work and name of the Bidder. The Contractor's Bid shall be submitted in the entire bound Specifications and Contract Documents booklet including all original forms, any deviation shall be grounds for disqualification of bid.

In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in words shall govern.

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

Before submitting a Proposal, Bidders shall carefully read the Specifications and other contract Documents, shall visit the site, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract Drawings and Documents.

Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

Any Bidder may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals.

Proposals will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

The contract will be awarded to the lowest and/or best qualified responsible Bidder who complies with these instructions and with the Legal Notice. The Village reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Village. No Bidder may withdraw his Proposal for a period of 45 days after the date of opening thereof.

If any person contemplating submitting a Proposal is in doubt to the true meaning of any part of

the Drawings, Specifications or other Contract Documents, or finds discrepancies in, or omissions from, the Drawings or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof, the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Village nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

Any Addenda issued during the time of the bidding, or forming a part of the Contract Documents received by the Bidder for the preparation of a Bid shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

No person, firm or corporation shall be allowed to make, file or be interested in more than one Proposal for the same Contract as the prime bidder. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

The work under this contract shall be completed within thirty (30) calendar days after signing of the contract, unless the Village waives adherence to this date in writing. The Contract will be required to pay as liquidated damages, the sum of nine hundred dollars (\$900.00) for each calendar day beyond said time that is required to satisfactorily complete the work of this project.

The attention of persons intending to submit proposals is specifically called to the fact that no plea will be accepted in which a Contractor pleads misunderstanding or deception of estimates of quantities, character, scope of work, location or other conditions surrounding same. Permission will not be given to withdraw, modify or explain any proposal or bid after it has been deposited. To be entitled to consideration, a Certified Check or Bond payable to the Village of Dobbs Ferry, New York shall accompany the sealed bid, for the sum equal to 5% of the bid price. The checks of the unsuccessful bidders shall be returned within 30 days of the bid opening. Within ten (10) days of notification of acceptance and approval of the proposal, the successful bidder shall furnish the performance bond described herein, at which time the 5% check will be returned. Should the bidder neglect to or refuse to furnish the aforesaid bond, the 5% shall be retained by the Village of Dobbs Ferry, New York.

The Contractor shall provide a **Performance Bond** issued by a solvent insurance company authorized to do business in the State of New York, which will indemnify and insure the Village of Dobbs Ferry, New York, so that all work herein required to be performed and all material to be furnished, will be satisfactorily completed in accordance with this proposal. The amount of the bond shall be 100% of the amount of the contract price. The form of this bond is included herein.

The Contractor shall also pay for and furnish a separate **Labor and Material Payment Bond** guaranteeing prompt payment of monies due to all persons supplying the Contractor or any Sub-contractor with work, labor or materials employed and used in carrying out the Contract. The amount of such bond shall be 100% of the amount of the contract price. The form of this bond is included herein.



In addition, at the time of submitting for final payment, a two-year **Maintenance Bond** guaranteeing against defective materials and workmanship will be required in an amount equal to one hundred percent (100%) of the contract amount. The form of this bond is included herein.

The Contractor shall comply with all local, state, and federal laws, rules and regulations applicable and with the New York State Labor Law.

All costs and expenses for obtaining and providing required shop drawings, submittals, Insurances and Bonds shall be deemed included in all items of this contract and therefore no separate payment item is provided.

Regarding Subcontractors, any material purchased by the Contractor and not used by him in his work shall be considered a Subcontract. See Section H (General Conditions) for more information.

Contractor will be responsible for acquiring, maintaining and installing all valve boxes. See “Item 13VA – Adjusting Valve Boxes” in Section K (Technical Specifications) for more information. Contractor will also be responsible for setting adjusted manhole and grate elevations based on the Contractor’s own determined finished grade.

Contractor must be in contact and must coordinate with all relevant utility companies. Contractor to who the contract is awarded shall contact and coordinate with the following individuals:

1. Village of Dobbs Ferry DPW
  - a. Office (914) 231-8507
2. Consolidated Edison

Please note that only calling in a “Code 753 – Call Before You Dig” will not be sufficient as part of this contact and coordination requirement.

All tack coats must be applied evenly using a tack coat asphalt emulsion sprayer. Brushed-on tack coats will not be acceptable. See “Item 51A - Hot Mix Asphalt (HMA) Bituminous Top Course” for more information.

**Any questions regarding the plans or specifications shall be directed to AI Engineers, Inc., Dolph Rotfeld Engineering Division no later than May 12<sup>th</sup>, 2023.**

**SECTION C**

**BID FORMS**

**VILLAGE OF DOBBS FERRY  
2023 ROAD RESURFACING  
BID PROPOSAL FORM**

To: **Village Administrator – Village Hall  
Dobbs Ferry, New York**

Bid Submitted by:

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

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

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

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Plans, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose and the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Plans and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award and also that the said Village Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will commence the work within five days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We agree that the Village reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.

7. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
  - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - (c) no attempt has been made or will be made-by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
  - (d) no member of the Village Board or and officer or employee of the Village of Dobbs Ferry, New York, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
8. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that with said period of forty five (45) days, the Village of Dobbs Ferry will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/WE do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act as the Signator on this proposal in behalf of this Corporation.
10. I/We hereby affirm under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work, and for additions to or deletions from the stated quantities.
12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

**BASE BID (As per Special Conditions):** \*Total Bid for estimated quantities:

\_\_\_\_\_  
(written in numbers)

\_\_\_\_\_  
(written in words)

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

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

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

\_\_\_\_\_  
Address of Individual, Firm or Corporation

\_\_\_\_\_  
Telephone Number of Individual, Firm or Corporation

By: \_\_\_\_\_  
(Authorized Signatory)

Corporate Seal  
(If incorporated)

Bidder acknowledges receipt of Addenda as follows:

\_\_\_\_\_  
Signature\_\_\_\_\_

\_\_\_\_\_  
Signature\_\_\_\_\_

\_\_\_\_\_  
Signature\_\_\_\_\_

**VILLAGE OF DOBBS FERRY  
2023 ROAD RESURFACING**

**BID SHEET**

**Note: Unit prices are to be written in both words and numbers.  
In case of any discrepancy those prices shown in words shall govern.  
All prices will be in dollars and cents.**

| Item No. | Quantity | Unit | Item with Unit Price<br>Written in Words              | Unit Price<br>in Numbers | Extension:                                      |
|----------|----------|------|---|--------------------------|---|
|          |          |      |   |                          | Est. Quantity<br>Times Unit<br>Price in Numbers |
| 1M       | 1        | LS   | Miscellaneous Additional<br>Work                      |                          |   |
|          |          |      | Twenty five Thousand                                  |                          |   |
|          |          |      |   | <b>\$25,000.00</b>       | <b>\$25,000.00</b>                              |
|          |          |      | LS  |                          |   |
| 13VA     | 19       | EA   | Valve Box Adjustment                                  |                          |   |
|          |          |      |   |                          |   |
|          |          |      | EA  |                          |   |
| 25AC     | 250      | LF   | Furnish & Install Asphalt<br>curb                     |                          |   |
|          |          |      |   |                          |   |
|          |          |      | SF  |                          |   |
| 30       | 680      | LF   | Sawcut and Blend 6ft<br>Keyways                       |                          |   |
|          |          |      |   |                          |   |
|          |          |      | LF  |                          |   |
| 43       | 260      | TON  | Furnish & Install Hot Mix<br>Truing & Leveling Course |                          |   |
|          |          |      |   |                          |   |
|          |          |      | TON   |                          |   |
| 51A      | 2,150    | TON  | Furnish & Install Hot Mix<br>Bituminous Top Course    |                          |   |
|          |          |      |   |                          |   |
|          |          |      | TON   |                          |   |

**VILLAGE OF DOBBS FERRY  
2023 ROAD RESURFACING**

**BID SHEET**

**Note: Unit prices are to be written in both words and numbers.  
In case of any discrepancy those prices shown in words shall govern.  
All prices will be in dollars and cents.**

| Item No. | Quantity | Unit | Item with Unit Price<br>Written in Words            | Unit Price<br>in Numbers | Extension:<br>Est. Quantity<br>Times Unit<br>Price in Numbers |
|----------|----------|------|---|--------------------------|---|
| 51B      | 2        | Each | Furnish & Install Speed<br>Hump                     |                          |   |
|          |          |      | Each  |                          |   |
| 51M      | 21,500   | SY   | Cold Milling and Removal<br>of Bituminous Pavements |                          |   |
|          |          |      | SY  |                          |   |
| 76       | 20       | Day  | Maintenance & Protection of<br>Traffic              |                          |   |
|          |          |      | Day   |                          |   |
| 102MHA   | 39       | EA   | Adjusting Catch Basins and<br>Manhole Covers        |                          |   |
|          |          |      | EA  |                          |   |
| 150A     | 400      | LF   | Furnish and Install 4" Wide<br>White Stripe         |                          |   |
|          |          |      | LF  |                          |   |
| 150B     | 175      | LF   | Furnish and Install 12" Wide<br>White Stripe        |                          |   |
|          |          |      | LF  |                          |   |
| 150C     | 3        | EA   | Furnish and Install<br>Crosswalks                   |                          |   |
|          |          |      | EA  |                          |   |
| 150D     | 9,000    | LF   | Furnish and Install 4" Wide<br>Yellow Stripe        |                          |   |
|          |          |      | LF  |                          |   |



## **STATE LAWS AND REGULATIONS**

**GRAND JURY TESTIMONY:** Bidders attention is directed to the following clause, Chapter 605 of the New York State Laws of 1959:

"A person who refuses, when called before a grand jury to testify concerning this contract or any transaction in connection therewith, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning this contract or transaction, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of 5 years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof after July 1st, 1959, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any money owing to the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

**NON-COLLUSION IN BIDDING:** Each bidder shall submit a statement of non-collusion in bidding the work proposed herein. Failure to submit a non-collusive bidding certificate will constitute grounds for the rejection of said bid.

**EMPLOYMENT PREFERENCE:** The contractor shall comply in all respects with Section 222 of the Labor Law of the State of New York, and agrees that preference shall be given in employment to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, but persons other than citizens of the State of New York who may be employed by the contractor, or by any subcontractor, shall furnish satisfactory proof of residence in accordance with the rules adopted by the Industrial Commissioner of the State of New York. Upon demand of the aforesaid Industrial Commissioner, the contractor shall furnish a list of the names and addresses of all his subcontractors. The contractor and each subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized citizens and, in case of naturalization, the date thereof, and the name of the court in which granted. This contract shall be null and void if the provisions of said Section 222 aforesaid are not complied with.

**SALES TAX EXEMPTION:** The contractor's attention is directed to the changes made in Section 1115 of the Tax Law of the State of New York by Chapter 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political subdivisions, including the Village of Dobbs Ferry, is exempt from State and local retail sales tax and compensating use tax. In formulating their proposals, all bidders shall exclude any dollar amounts for the payment of State and local retail sales tax and compensating use tax. The successful bidder shall be obligated to file the required Contractor Exempt Purchase Certificates.

LABOR AND WAGES: A governing provision in the contract will be the rate of wages of all labor applicable to the kind of work, as determined by the New York State Industrial Commissioner pursuant to the Labor Law which states that a schedule of wages so determined by the New York State Industrial Commissioner and the Fiscal Officer be incorporated in the contract by the Village.

The Labor Department Schedule of Hourly Minimum rates of wages when omitted from these specifications are still included even if not received at the time of printing of these specifications. Copies of the labor rates shall be forwarded to the bidders as and when received. Such omission does not vary or affect the obligation of the contractor to comply with the law or his compensation therefor.

The contractor and each and every subcontractor performing work on the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and particularly Article 8 thereof. All provisions of Section 220 of the Labor Law shall be deemed a part of this contract.

### **NON COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No Attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where Sections a. (1), (2), and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons therefor. Where Sections a.(1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Village of Dobbs Ferry thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

(Seal of Corporation)

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

\_\_\_\_\_  
Address of Person, Firm or Corporation

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

Print Name & Title: \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_, hereinafter called the Principal. as Principal, and the  
\_\_\_\_\_, of

\_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ hereinafter called the Surety, as  
Surety, are held and firmly bound unto

\_\_\_\_\_ hereinafter called the Obligee in the sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), for  
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ AD 20\_\_\_\_\_

In the presence of:

{ \_\_\_\_\_ (Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS

{ \_\_\_\_\_  
TITLE

{ \_\_\_\_\_ (Seal)  
SURETY

\_\_\_\_\_  
WITNESS

{ \_\_\_\_\_  
TITLE

### **STATEMENT OF QUALIFICATIONS**

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

| Location | Description of Work<br>& Date of Completion | Approximate<br>Cost | Name and Phone of<br>Engineer or Owner |
|----------|---|---------------------|--|
|          |   |                     |  |
|          |   |                     |  |
|          |   |                     |  |
|          |   |                     |  |
|          |   |                     |  |
|          |   |                     |  |
|          |   |                     |  |

The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## CERTIFICATE OF EQUIPMENT

\_\_\_\_\_ hereby certify that (he is, they are) the owner or lessee of the equipment necessary for the execution of this Contract, and further certify that (he is, they are) fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of this Contract is listed below:

[illegible]

Name of Bidder (typed)

Witness

By \_\_\_\_\_  
Signature

**DEFAULT OF PREVIOUS CONTRACTS**

**Has Bidder defaulted on or failed to complete a contract within 5 years:**

☐ NO

☐ YES

**Has any officer or principal of the bidding entity been involved with a firm that has defaulted on or failed to complete a contract within 5 years:**

☐ NO

☐ YES

**If answer to either question is yes, please explain below:**

| Location | Description of Work | Approximate Cost | Name and Phone of Engineer or Owner | Reason for Default |
|----------|---------------------|------------------|-------------------------------------|--------------------|
|          |                     |                  |                                     |                    |
|          |                     |                  |                                     |                    |
|          |                     |                  |                                     |                    |
|          |                     |                  |                                     |                    |

**Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law and disqualification of bid. (U.S. Code, Title 18, Section 1001).**

---

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

---

(SIGNATURE)

---

(DATE)

## CONTRACTOR'S DECLARATION

The names and addresses of all partners, officers, or parties interested in the foregoing bid are as follows:

| <u>Full Name</u> | <u>Title of Office Held<br/>if Bidder is a Corp.</u> | <u>Address</u> |
|------------------|--|----------------|
| _____            | _____  | _____          |
| _____            | _____  | _____          |
| _____            | _____  | _____          |
| _____            | _____  | _____          |
| _____            | _____  | _____          |

The undersigned bidder hereby designates the address stated below as the place to which all notices and letters may be delivered or mailed.

|                  |                         |
|------------------|-------------------------|
|                  | _____<br>Contractor     |
| _____<br>Witness | By _____<br>(signature) |
|                  | Title _____             |

The business address of the bidder is:

The above-named bidder is a (corporation)(partnership)(individual) -- strike out designations which do not apply -- in the State of \_\_\_\_\_.

DATE: \_\_\_\_\_



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Secretary of the Corporation named as Principal in the within

bond; that \_\_\_\_\_

\_\_\_\_\_, who

signed the said bond on behalf of the Principal was then \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ of said corporation; that I know his

signature thereto is genuine; and that said bond was duly signed, sealed, and attested to

for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
Title

**CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY**

---

Name of Bidder

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30F.R. 12319-25). Each Bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

---

**CONTRACTOR'S CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

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 \_\_\_

If "YES", state what reports were filed and with what agency.

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. YES \_\_\_ NO \_\_\_
4. If answer to item is "NO", please explain in detail on reverse side of this certification.

---

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001).

---

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to permit their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

---

Signature

Date

---

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U..C. 1001.

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Corporation)

STATE OF NEW YORK ( SS:  
COUNTY OF WESTCHESTER)

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

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

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Individual)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

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

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Partnership)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, and known to me to be a member of the firm of \_\_\_\_\_ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

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

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_ certify that  
(officer other than officer executing proposal documents) I am the

\_\_\_\_\_ of \_\_\_\_\_  
(title) (name of contractor)

the "Contractor) a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) named in the foregoing agreement; that \_\_\_\_\_ (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of execution \_\_\_\_\_ (the "Contractor) of the Contractor; that said agreement was duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

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

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

(Corporate seal)

STATE OF NEW YORK ) SS:  
COUNTY OF WESTCHESTER )

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

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

**CERTIFICATE OF SURETY**

The undersigned hereby certify that they are the duly authorized agents of

\_\_\_\_\_

\_\_\_\_\_

duly authorized to do business in the State of New York, and agree to furnish to

\_\_\_\_\_

surety bonds for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that we will be surety for on each bond is:

\_\_\_\_\_

\_\_\_\_\_  
Surety Company or Agent

By \_\_\_\_\_

\_\_\_\_\_

The terms of the Surety Company for furnishing the bond are hereby accepted.

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Witness

Title \_\_\_\_\_

**SECTION D**

**INDEMNIFICATION AGREEMENT,  
AGREEMENT, PERFORMANCE, AND  
LABOR & MATERIAL PAYMENT BOND**

## INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify and hold harmless the **Village of Dobbs Ferry, AI Engineers, Inc., and AI Engineers, Inc. Dolph Rotfeld Engineering Division**, and any agents, officers, employees and consultants of any of them (individually and collectively referred to herein as the "Indemnified Parties"), free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorneys fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, judgments, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof (collectively the "Claims") and, without limiting the generality of the foregoing, including but not limited to any and all such Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate respond to, and provide legal defense, including appeals, with attorneys acceptable to the Indemnified Parties in their sole discretion, to defend any such Claims at Contractor's sole expense and agrees to bear all other costs and expenses related thereto, even such Claims are groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner, or its employees.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_

In the presence of: { \_\_\_\_\_ (Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS { \_\_\_\_\_  
TITLE



## **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, (a corporation organized and existing under the state of

\_\_\_\_\_ )\*(a partnership consisting of  
\_\_\_\_\_ )\*(an individual trading as  
\_\_\_\_\_ )\*(hereinafter called the “**Contractor**”  
and \_\_\_\_\_ Village of Dobbs Ferry, New York \_\_\_\_\_ hereinafter called the “**Owner**”

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

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

**Article 2. The Contract Price.** The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed subject to additions and deduction as provided in the Section-Changes in the work in the General Conditions.

\* Strike out the two terms not applicable.

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

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

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

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

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

By: \_\_\_\_\_  
(Name of Contractor)

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

Village of Dobbs Ferry, New York

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

Title \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called the Contractor, and \_\_\_\_\_

\_\_\_\_\_  
(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address or legal title of the Owner)

\_\_\_\_\_ as Obligees hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_

20\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name and title)

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

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

- A. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- B. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly
- C. Complete the Contract in accordance with its terms and conditions, or
  - 1. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but the exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereof less the amount properly paid by Owner to Contractor.
  - 2. Any suit under this bond must be instituted before the expiration of two (2) years from the date which final payment under the Contract fails due.
- D. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_

In the presence of: { \_\_\_\_\_ (Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS { \_\_\_\_\_  
TITLE

{ \_\_\_\_\_ (Seal)  
SURETY

\_\_\_\_\_  
WITNESS { \_\_\_\_\_  
TITLE

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address or legal title of the Contractor)

\_\_\_\_\_  
as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined,

in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

WHEREAS, Principal has by written agreement dated \_\_\_\_\_,

20\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_

\_\_\_\_\_  
in accordance with the drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name and title)

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably for use in the performance of the Contract, then this obligation shall

be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
  - 1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the part to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner which is legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - 2. After the expiration of one (1) year following the date on which the Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and again this bond.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ A.D.20\_\_\_\_\_

In the presence of: { \_\_\_\_\_ (Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS { \_\_\_\_\_  
TITLE

{ \_\_\_\_\_ (Seal)  
SURETY

\_\_\_\_\_  
WITNESS { \_\_\_\_\_  
TITLE

**SECTION E**

**SHOP DRAWING SUBMITTAL FORM,**  
**PAYMENT SUBMISSION FORM**  
**& GENERAL RELEASE**



## **SUBMITTAL FORM**

### **SUBMITTALS:**

All submittals prepared by or for the Contractor, shall be thoroughly checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's signature certifying that they have been so checked. Before submitting them to the Engineer, all submittals shall be properly labeled and consecutively numbered. **Contractor shall attach this completed sheet to all submittals.** The Contractor shall note, in writing, if there are any deviations from the Contract drawings and specifications.

CONTRACT NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

SPECIFICATION SECTION: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

ITEM/MODEL NO.: \_\_\_\_\_

This document has been reviewed, coordinated and checked for accuracy of content and for compliance with the Contract Documents. The information contained herein has been coordinated with all other Contract Work.

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE**

☐ **NO EXCEPTION TAKEN**

☐ **MAKE CORRECTIONS NOTED**

☐ **REJECTED**

☐ **REVISE AND RESUBMIT**

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for; dimensions which shall be confirmed and correlated at the job site; Fabrication processes and techniques of construction; Coordination of his work with that of all other trades; and the satisfactory performance of his work.

**AI ENGINEERS, INC., DOLPH ROTFELD ENGINEERING DIVISION**

DATE \_\_\_\_\_ BY \_\_\_\_\_

**PAYMENT SUBMISSION FORM**

**PROJECT:** \_\_\_\_\_

**PAYMENT ESTIMATE NO.** \_\_\_\_\_

**DATE** \_\_\_\_\_

|  |  |
|--|--|
| <b>Work Credited Under<br/>Unit Prices</b> |  |
| <b>Change Orders</b>                       |  |
| <b>Total Work Credited To<br/>Date</b>     |  |
| <b>5% Retained</b>                         |  |
| <b>Sub-Total</b>                           |  |
| <b>PREVIOUS PAYMENTS</b>                   |  |
| <b>TOTAL DUE THIS<br/>PAYMENT</b>          |  |

I have reviewed the estimate and certify that the quantities are correct and that I know that there are no claims for additional work.

\_\_\_\_\_  
(CONTRACTOR)

DATE: \_\_\_\_\_

I hereby certify that the above is the total amount of work completed, and the foregoing payment is due under the contract.

\_\_\_\_\_  
(RESIDENT ENGINEER)

**PROJECT:** \_\_\_\_\_

**PAYMENT ESTIMATE NO.** \_\_\_\_\_

**DATE OF ESTIMATE** \_\_\_\_\_

**FROM** \_\_\_\_\_

**PAGE** \_\_\_\_\_ **of** \_\_\_\_\_

**TO** \_\_\_\_\_

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY FROM BID | UNIT PRICE | TOTAL | QUANTITY PRIOR TO THIS ESTIMATE | QUANTITY THIS ESTIMATE | TOTAL QUANTITY TO DATE | TOTAL VALUE OF WORK IN PLACE |
|----------|-------------|------|-----------------------------|------------|-------|---------------------------------|------------------------|------------------------|------------------------------|
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |
|          |             |      |                             |            |       |                                 |                        |                        |                              |

**GENERAL RELEASE**

(TO-BE SUBMITTED WITH REQUISITION FOR FINAL PAYMENT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

Contractor

for and in consideration of the sum of \_\_\_\_\_

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

\_\_\_\_\_  
(Owner/Contracting Agency)

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

\_\_\_\_\_  
(Owner/Contracting Agency)

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

\_\_\_\_\_  
(Owner/Contracting Agency)

now have or which heirs, executors, or administrator hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto, dated \_\_\_\_\_  
two thousand and \_\_\_\_\_, any admittance or supplements thereto.

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

ATTEST:

PRINCIPAL:

**SECTION F**

**MAINTENANCE BOND**

## **MAINTENANCE BOND**

### **KNOW ALL MEN BY THESE PRESENTS:**

That We, \_\_\_\_\_  
\_\_\_\_\_(hereinafter called the Principal)  
as Principal and the \_\_\_\_\_, a \_\_\_\_\_ Corporation with an  
office and place of business for the State of New York at \_\_\_\_\_, New York,  
(hereinafter called the Surety) as Surety, are held and firmly bound unto the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the Oblige) as Oblige in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS,  
lawful money of the United States of America, for the payment whereof the Principal and  
Surety bind themselves, their successors and assigns, jointly and severally, firmly by  
these presents.

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

WHEREAS, the Principal heretofore entered into a written contract with the  
Oblige for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NOW, THEREFORE, the condition of this obligation is such, that if the above  
Principal shall indemnify the Oblige against loss by reason of his failure to make good  
at his own expense any defects or deficiencies in materials or workmanship which may  
appear in the work under said contract with the period of two (2) years from the date of  
acceptance of the work, then this obligation shall be void; otherwise to remain in full  
force and effect.

\_\_\_\_\_  
**Principal**

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

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

**MAINTENANCE BOND**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ before me  
personally appeared the within named \_\_\_\_\_  
to me known, and known to me to be \_\_\_\_\_,  
the individual described in and who executed the within bond, and \_\_\_\_\_  
\_\_\_\_\_ acknowledged to me that he \_\_\_\_\_  
executed the same.

\_\_\_\_\_  
**NOTARY PUBLIC**

**SECTION G**

**WAGE RATES**





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Dobbs Ferry

Dillon Singleton, Associate Engineer  
570 Taxter Road  
Elmsford NY 10523

Schedule Year 2022 through 2023  
Date Requested 04/28/2023  
PRC# 2023004942

Location Village of Dobbs Ferry  
Project ID# 2023-xx  
Project Type Milling of existing roadway surfaces and resurfacing with HMA top course, including adjusting valve boxes, manhole covers and catch basins, epoxy reflectorized pavement markings

### 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](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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



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

## **Introduction**

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

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

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

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

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

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

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

## **Hours**

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

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

## **Wages and Supplements**

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

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

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

## **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Dobbs Ferry

Dillon Singleton, Associate Engineer  
570 Taxter Road  
Elmsford NY 10523

Schedule Year 2022 through 2023  
Date Requested 04/28/2023  
PRC# 2023004942

Location Village of Dobbs Ferry  
Project ID# 2023-xx  
Project Type Milling of existing roadway surfaces and resurfacing with HMA top course, including adjusting valve boxes, manhole covers and catch basins, epoxy reflectorized pavement markings

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

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





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

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

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

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

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

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

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

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

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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

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

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

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

Reports should contain the following information:

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)



# Attention Employees

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

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

Chapter 629 of  
the Labor Laws  
of 2007:

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

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

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

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

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

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

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





## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Westchester County General Construction

### Boilermaker

04/01/2023

**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

04/01/2023

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

#### ENTIRE COUNTIES

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

#### WAGES

Per hour: 07/01/2022

|            |          |
|------------|----------|
| Piledriver | \$ 58.16 |
|            | + 9.54*  |

Dockbuilder \$ 58.16  
+ 9.54\*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 44.54

**OVERTIME PAY**

See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wages per hour

(1)year terms:

| 1st     | 2nd     | 3rd     | 4th     |
|---------|---------|---------|---------|
| \$24.60 | \$30.20 | \$38.58 | \$46.97 |
| + 5.05* | + 5.05* | + 5.05* | + 5.05* |

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: \$ 31.03

8-1556 Db

**Carpenter**

**04/01/2023**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 55.05  
+ 8.25\*

\*This portion is not subject to overtime premiums

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

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 39.40

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Paid for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wage per hour - (1) year terms:

| 1st      | 2nd      | 3rd      | 4th      |
|----------|----------|----------|----------|
| \$ 24.80 | \$ 27.80 | \$ 32.05 | \$ 39.93 |
| + 1.85*  | + 2.35*  | + 2.85*  | + 3.85*  |

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

| 1st      | 2nd      | 3rd      | 4th      |
|----------|----------|----------|----------|
| \$ 14.80 | \$ 15.80 | \$ 18.90 | \$ 19.90 |

8-2287

## Carpenter

04/01/2023

**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<br>+ 5.05* |
| 2nd year | 30.20<br>+ 5.05*    |
| 3rd year | 38.58<br>+ 5.05*    |
| 4th year | 56.97<br>+ 5.05*    |

\*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

## Carpenter

04/01/2023

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2022

Building \$ 57.80  
Millwright + 12.62\*

\*This portion is not subject to overtime premiums

### SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 43.16

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

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

### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

| 1st.    | 2nd.    | 3rd.    | 4th.     |
|---------|---------|---------|----------|
| \$31.24 | \$36.69 | \$42.14 | \$53.04  |
| + 6.75* | + 7.92* | + 9.09* | + 11.43* |

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

One (1) year terms:

| 1st.    | 2nd.    | 3rd.    | 4th.    |
|---------|---------|---------|---------|
| \$29.01 | \$31.54 | \$34.72 | \$39.14 |

8-740.1

## Carpenter

04/01/2023

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per Hour:

07/01/2022

Timberman \$ 53.05  
+ 10.01\*

\*This portion not subject to overtime premiums

### SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2022

\$ 43.75

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

### REGISTERED APPRENTICES

Wages per hour:

One ( 1 ) year terms:

| 1st     | 2nd     | 3rd     | 4th     |
|---------|---------|---------|---------|
| \$22.42 | \$27.53 | \$35.18 | \$42.84 |
| + 5.30* | + 5.30* | + 5.30* | +5.30*  |

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.74

8-1556 Tm

**Carpenter**

**04/01/2023**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

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

**WAGES**

Per hour: 07/01/2022 10/18/2022

Core Drilling:

Driller \$ 42.27 \$ 43.38  
+ 2.30\* + 2.50\*

Driller Helper 33.47 34.47  
+ 2.30\* + 2.50\*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Driller and Helper \$ 28.30 \$ 28.85

**OVERTIME PAY**

See (B, G, P) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway**

**04/01/2023**

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

**DISTRICT 11**

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**WAGES**

WAGES:(per hour)

Applies to CAPRENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

|           | 07/01/2022 | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|-----------|------------|------------|------------|------------|
|           |            | Additional | Additional | Additional |
| Base Wage | \$ 38.95   | \$ 1.25**  | \$ 1.25**  | \$ 1.25**  |
|           | +\$6.65*   |            |            |            |

\*For all hours paid straight or premium.

\*\*To be allocated at a later date.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 32.88

**OVERTIME PAY**



See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

### REGISTERED APPRENTICES

1 year terms at the following wage rates:

| 1st      | 2nd      | 3rd      | 4th      | 5th      |
|----------|----------|----------|----------|----------|
| \$ 19.48 | \$ 23.37 | \$ 25.32 | \$ 27.27 | \$ 31.16 |
| +3.57*   | +3.57*   | +3.57*   | +3.57*   | +3.57*   |

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

### Electrician

04/01/2023

**JOB DESCRIPTION** Electrician

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2022 03/09/2023

Service Technician \$ 35.40 \$ 36.40

Service and Maintenance on Alarm and Security Systems.

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

### SUPPLEMENTAL BENEFITS

Per hour:  
Journeyworker: \$ 20.18 \$ 21.07

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

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

9-3H

### Electrician

04/01/2023

**JOB DESCRIPTION** Electrician

**DISTRICT** 8

### ENTIRE COUNTIES

Westchester

### WAGES

Per hour: 07/01/2022

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

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

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

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 54.39

#### OVERTIME PAY

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

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

(1) year terms at the following wage rates:

|                  |            |
|------------------|------------|
|                  | 07/01/2022 |
| 1st term         | \$ 15.00   |
| 2nd term         | 16.00      |
| 3rd term         | 18.00      |
| 4th term         | 20.00      |
| MIJ 1-12 months  | 25.00      |
| MIJ 13-18 months | 28.50      |

Supplemental Benefits per hour:

|                  |            |
|------------------|------------|
|                  | 07/01/2022 |
| 1st term         | \$ 10.82   |
| 2nd term         | 13.05      |
| 3rd term         | 14.39      |
| 4th term         | 15.72      |
| MIJ 1-12 months  | 13.49      |
| MIJ 13-18 months | 13.87      |

8-3/W

#### Electrician

04/01/2023

**JOB DESCRIPTION** Electrician

**DISTRICT** 8

#### ENTIRE COUNTIES

Westchester

#### WAGES

Per hour

|                |            |
|----------------|------------|
|                | 07/01/2022 |
| Electrician -M | \$ 28.50   |
| H - Telephone  | 28.50      |

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

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

#### SUPPLEMENTAL BENEFITS

|               |            |
|---------------|------------|
|               | 07/01/2022 |
| Electrician & |            |
| H - Telephone | \$ 13.87   |

#### OVERTIME PAY

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

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

8-3m

**Elevator Constructor****04/01/2023****JOB DESCRIPTION** Elevator Constructor**DISTRICT 4****ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

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

**WAGES**

Per hour:

|                                   | 07/01/2022 | 03/17/2023 |
|-----------------------------------|------------|------------|
| Elevator Constructor              | \$ 75.14   | \$ 77.49   |
| Modernization &<br>Service/Repair | 59.09      | 60.89      |

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                                    |           |           |
|------------------------------------|-----------|-----------|
| Elevator Constructor               | \$ 43.914 | \$ 45.574 |
| Modernization &<br>Service/Repairs | 42.787    | 44.412    |

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

\*Note:1st, 2nd, 3rd Terms are based on Average wage of Constructor &amp; Modernization.

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

6 MONTH TERMS:

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

**SUPPLEMENTAL BENEFITS**

Elevator Constructor

|                |         |         |
|----------------|---------|---------|
| 1st Term       | \$ 0.00 | \$ 0.00 |
| 2nd & 3rd Term | 34.772  | 36.024  |
| 4th & 5th Term | 35.606  | 36.943  |
| 6th & 7th Term | 37.052  | 38.448  |
| 8th & 9th Term | 38.497  | 39.953  |

Modernization &  
Service/Repair

|                |         |         |
|----------------|---------|---------|
| 1st Term       | \$ 0.00 | \$ 0.00 |
| 2nd & 3rd Term | 34.672  | 35.694  |
| 4th & 5th Term | 35.195  | 36.525  |
| 6th & 7th Term | 36.571  | 37.948  |
| 8th & 9th Term | 37.938  | 39.38   |

4-1

**Elevator Constructor****04/01/2023**

**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<br>Wage Rate | 70% of Mechanic<br>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 Journeyman/Helper

1-138

**Glazier**

**04/01/2023**

**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 &<br>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 &      | 22.01     | 22.01      |
| Window Film          |           |            |
| Repair & Maintenance | 22.01     | 22.01      |

#### OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

For 'Repair & Maintenance'

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

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

#### REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

|          | 7/01/2022 | 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

04/01/2023

**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 &<br>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**

04/01/2023

**JOB DESCRIPTION** Ironworker

**DISTRICT** 9

# **ENTIRE COUNTIES**

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

# **WAGES**

|                         |            |                         |
|-------------------------|------------|-------------------------|
| Per Hour:               | 07/01/2022 | 01/01/2023              |
| Stone Derrickmen Rigger | \$ 72.26   | Additional<br>+ \$ 1.64 |

|                             |       |           |
|-----------------------------|-------|-----------|
| Stone Handset<br>Derrickman | 70.11 | + \$ 1.11 |
|-----------------------------|-------|-----------|

# **SUPPLEMENTAL BENEFITS**

Per hour:

|                         |          |
|-------------------------|----------|
| Stone Derrickmen Rigger | \$ 42.10 |
|-------------------------|----------|

|                             |       |
|-----------------------------|-------|
| Stone Handset<br>Derrickman | 42.09 |
|-----------------------------|-------|

# **OVERTIME PAY**

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

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

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

# **HOLIDAY**

Paid: See (18) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE  
Work stops at schedule lunch break with full day's pay.

# **REGISTERED APPRENTICES**

Wage per hour:

Stone Derrickmen Rigger:

|            | 1st      | 2nd      | 3rd      | 4th      |
|------------|----------|----------|----------|----------|
| 07/01/2022 | \$ 35.58 | \$ 50.89 | \$ 56.71 | \$ 62.48 |

Supplemental benefits:

| Per hour:  |       |       |       |       |
|------------|-------|-------|-------|-------|
| 07/01/2022 | 21.61 | 31.97 | 31.97 | 31.97 |

Stone Handset:

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

|            | 1st   | 2nd   | 3rd   | 4th   |
|------------|-------|-------|-------|-------|
| 07/01/2022 | 34.50 | 49.43 | 54.99 | 61.00 |

Supplemental benefits:

| Per hour:  |       |       |       |       |
|------------|-------|-------|-------|-------|
| 07/01/2022 | 21.60 | 31.96 | 31.96 | 31.96 |

9-197D/R

# **Ironworker**

**04/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

# **ENTIRE COUNTIES**

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

# **WAGES**

| Per Hour:        | 07/01/2022 | 01/01/2023 |
|------------------|------------|------------|
| Ornamental       | \$ 46.65   | \$ 46.90   |
| Chain Link Fence | 46.65      | 46.90      |
| Guide Rail       | 46.65      | 46.90      |

# **SUPPLEMENTAL BENEFITS**

| Per hour:      |          |          |
|----------------|----------|----------|
| Journeyworker: | \$ 62.04 | \$ 63.04 |

# **OVERTIME PAY**

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

# **HOLIDAY**

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

# **REGISTERED APPRENTICES**

Apprentices Hired after 9/1/18:

1 year terms

|          | 07/01/2022 | 01/01/2023 |
|----------|------------|------------|
| 1st Term | \$ 20.63   | \$ 21.13   |
| 2nd Term | 24.22      | 24.77      |
| 3rd Term | 27.80      | 28.40      |
| 4th Term | 31.38      | 32.06      |

Supplemental Benefits per hour:

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

4-580-Or

# **Ironworker**

**04/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

# **ENTIRE COUNTIES**

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

## WAGES

PER HOUR:

|             | 07/01/2022 | 01/01/2023 |
|-------------|------------|------------|
| Ironworker: |            |            |
| Structural  | \$ 55.70   | \$ 56.45   |
| Bridges     |            |            |
| Machinery   |            |            |

## SUPPLEMENTAL BENEFITS

PER HOUR PAID:

|            |          |          |
|------------|----------|----------|
| Journeyman | \$ 85.35 | \$ 86.35 |
|------------|----------|----------|

## OVERTIME PAY

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

\*NOTE: Benefits are calculated for every hour paid

## HOLIDAY

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

## REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

|           |          |          |
|-----------|----------|----------|
| 1st       | \$ 28.97 | \$ 29.35 |
| 2nd       | 29.57    | 29.95    |
| 3rd - 6th | 30.18    | 30.56    |

Supplemental Benefits

PER HOUR PAID:

|           |          |          |
|-----------|----------|----------|
| All Terms | \$ 59.18 | \$ 59.94 |
|-----------|----------|----------|

4-40/361-Str

## Ironworker

04/01/2023

**JOB DESCRIPTION** Ironworker

**DISTRICT** 4

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

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

## WAGES

| Per hour:                      | 07/01/2022               | 07/01/2023            |
|--------------------------------|--------------------------|-----------------------|
| Reinforcing &<br>Metal Lathing | \$ 56.90                 | Additional<br>\$ 1.50 |
| "Base" Wage                    | \$ 55.20<br>plus \$ 1.70 |                       |

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

## SUPPLEMENTAL BENEFITS

Per hour:

|                                |          |
|--------------------------------|----------|
| Reinforcing &<br>Metal Lathing | \$ 41.18 |
|--------------------------------|----------|

## OVERTIME PAY

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

\*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

|                 |          |
|-----------------|----------|
| Time & One Half | \$ 47.68 |
| Double Time     | \$ 54.18 |

## HOLIDAY

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

\*Note: Work performed after first 4 Hours.



## REGISTERED APPRENTICES

(1) year terms at the following wage rates:

| 1st term                               | 2nd term                | 3rd term                | 4th Term                |
|--|-------------------------|-------------------------|-------------------------|
| Wage Per Hour:<br>\$ 22.55             | \$ 23.60                | \$ 24.60                | \$ 37.18                |
| "Base" Wage<br>\$ 21.00<br>plus \$1.55 | \$ 22.00<br>plus \$1.60 | \$ 23.00<br>plus \$1.60 | \$ 35.60<br>plus \$1.58 |

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

## SUPPLEMENTAL BENEFITS

Per Hour:

| 1st term | 2nd term | 3rd term | 4th Term |
|----------|----------|----------|----------|
| \$ 18.17 | \$ 17.17 | \$ 16.22 | \$ 22.50 |

4-46Reinf

## Laborer - Building

04/01/2023

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

Per hour 07/01/2022

Laborer \$ 39.05  
plus \$5.45\*\*

Laborer - Asbestos & Hazardous  
Materials Removal \$ 43.50\*

\* Abatement/Removal of:

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour: 07/01/2022

Journeyworker \$ 29.50

## OVERTIME PAY

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

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

## HOLIDAY

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

## REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

| Level A<br>0-1000 | Level B<br>1001-2000 | Level C<br>2001-3000 | Level D<br>3001-4000 |
|-------------------|----------------------|----------------------|----------------------|
| \$ 27.07          | \$ 30.89             | \$ 34.72             | \$ 38.54             |

Supplemental Benefits per hour:

Apprentices  
All terms \$ 22.20

8-235/B

**Laborer - Heavy&Highway**

**04/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

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

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

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

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

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

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

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

Wages:(per hour) 07/01/2022

|                      |           |
|----------------------|-----------|
| GROUP I              | \$ 47.13* |
| GROUP II             | 45.78*    |
| GROUP III            | 45.38*    |
| GROUP IV             | 45.03*    |
| GROUP V              | 44.68*    |
| GROUP VIA            | 46.68*    |
| Operator Qualified   |           |
| Gas Mechanic(A Mech) | 57.13*    |
| Flagperson           | 38.33*    |

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

|                |          |
|----------------|----------|
| First 40 Hours |          |
| Per Hour       | \$ 26.82 |
| Over 40 Hours  |          |
| Per Hour       | 20.32    |

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

|            | 1st term  | 2nd term     | 3rd term     | 4th term     |
|------------|-----------|--------------|--------------|--------------|
|            | 1-1000hrs | 1001-2000hrs | 2001-3000hrs | 3001-4000hrs |
| 07/01/2022 | \$ 25.37  | \$ 29.94     | \$ 34.51     | \$ 38.98     |

Supplemental Benefits per hour:

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

8-60H/H

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**Laborer - Tunnel****04/01/2023**

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**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

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**Lineman Electrician****04/01/2023**

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**JOB DESCRIPTION** Lineman Electrician**DISTRICT** 6**ENTIRE COUNTIES**

Westchester

**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.

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

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.

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

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

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

|  | 07/01/2022   | 05/01/2023   | 05/06/2024   |
|--|--|--|--|
| Journeyman   | \$ 25.90<br>*plus 7% of<br>the hourly<br>wage paid | \$ 26.40<br>*plus 7% of<br>the hourly<br>wage paid | \$ 26.90<br>*plus 7% of<br>the hourly<br>wage paid |
| Journeyman Lineman or<br>Equipment Operators<br>with Crane License | \$ 27.90<br>*plus 7% of<br>the hourly<br>wage paid | \$ 29.40<br>*plus 7% of<br>the hourly<br>wage paid | \$ 30.90<br>*plus 7% of<br>the hourly<br>wage paid |

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

**OVERTIME PAY**

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

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

### HOLIDAY

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE 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<br>the hourly<br>wage paid | *plus 7% of<br>the hourly<br>wage paid | *plus 7% of<br>the hourly<br>wage paid |

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

6-1249aWest

### Lineman Electrician - Teledata

04/01/2023

### 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<br>the hourly<br>wage paid | *plus 3% of<br>the hourly<br>wage paid | *plus 3% of<br>the hourly<br>wage paid | *plus 3% of<br>the hourly<br>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

04/01/2023

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

**DISTRICT** 6

#### ENTIRE COUNTIES

Westchester

#### WAGES

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

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

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

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

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

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

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

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

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

#### SUPPLEMENTAL BENEFITS

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

|            | 07/01/2022                             | 05/01/2023                             | 05/06/2024                             |
|------------|--|--|--|
| Journeyman | \$ 25.90                               | \$ 26.40                               | \$ 26.90                               |
|            | *plus 7% of<br>the hourly<br>wage paid | *plus 7% of<br>the hourly<br>wage paid | *plus 7% of<br>the hourly<br>wage paid |

|  |  |  |  |
|--|--|--|--|
| Journeyman Lineman or<br>Equipment Operators<br>with Crane License | \$ 27.90<br>*plus 7% of<br>the hourly<br>wage paid | \$ 29.40<br>*plus 7% of<br>the hourly<br>wage paid | \$ 30.90<br>*plus 7% of<br>the hourly<br>wage paid |
|--|--|--|--|

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

#### OVERTIME PAY

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

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

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

|  |  |  |
|--|--|--|
| 07/01/2022   | 05/01/2023   | 05/06/2024   |
| \$ 25.90<br>*plus 7% of<br>the hourly<br>wage paid | \$ 26.40<br>*plus 7% of<br>the hourly<br>wage paid | \$ 26.90<br>*plus 7% of<br>the hourly<br>wage paid |

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

6-1249aWestLT

### Mason - Building 04/01/2023

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

#### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

#### WAGES

|              |            |            |                                     |
|--------------|------------|------------|-------------------------------------|
| Per hour:    | 07/01/2022 | 12/05/2022 | 06/05/2023<br>Additional<br>\$ 0.73 |
| Tile Setters | \$ 62.01   | \$ 62.62   |                                     |

#### SUPPLEMENTAL BENEFITS

|           |           |           |
|-----------|-----------|-----------|
| Per Hour: | \$ 26.13* | \$ 25.26* |
|           | + \$10.02 | + \$10.03 |

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

#### OVERTIME PAY

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

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

Wage per hour:

(750 hour) term at the following wage rate:

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

|            |         |         |         |         |         |         |         |         |         |         |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 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:

| 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* |
| +\$ .69    | +\$ .74  | +\$ .84  | +\$ .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* |
| +\$ .71    | +\$ .76  | +\$ .86  | +\$ .90  | +\$ 1.32 | +\$ 1.37 | +\$ 1.76 | +\$ 1.81 | +\$ 5.96 | +\$ 6.51 |

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

9-7/52A

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>04/01/2023</b> |
|-------------------------|-------------------|

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

|                       | 07/01/2022 | 06/01/2023 |
|-----------------------|------------|------------|
| Bricklayer            | \$ 44.79   | \$ 45.89   |
| Cement Mason          | 44.79      | 45.89      |
| Plasterer/Stone Mason | 44.79      | 45.89      |
| Pointer/Caulker       | 44.79      | 45.89      |

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 | \$ 37.00 | \$ 37.95 |
|------------|----------|----------|

**OVERTIME PAY**

OVERTIME:

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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



Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5wp-b

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>04/01/2023</b> |
|-------------------------|-------------------|

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Building

07/01/2022

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 59.21

Mosaic & Terrazzo Finisher 57.60

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic \$ 26.21\*  
+ \$11.73

Mosaic & Terrazzo Finisher \$ 26.21\*  
+ \$11.72

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

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

07/01/2022- Deduct \$7.00 from hourly wages before calculating overtime.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wages Per hour:

| 1st      | 2nd       | 3rd       | 4th       | 5th       | 6th       |
|----------|-----------|-----------|-----------|-----------|-----------|
| 0-1500   | 1501-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 |
| \$ 22.82 | \$ 29.34  | \$ 31.32  | \$ 36.55  | \$ 41.77  | \$ 46.99  |

Supplemental Benefits per hour:

|         |         |          |          |          |          |
|---------|---------|----------|----------|----------|----------|
| \$4.62* | \$5.94* | \$15.73* | \$18.35* | \$20.97* | \$23.59* |
| +\$6.56 | +\$8.43 | +\$11.24 | +\$13.11 | +\$14.99 | +\$16.85 |

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

9-7/3

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>04/01/2023</b> |
|-------------------------|-------------------|

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

07/01/2022

Building-Marble Restoration:  
Marble, Stone & \$ 46.60

Terrazzo Polisher, etc

### SUPPLEMENTAL BENEFITS

Per Hour:  
Journeyworker:

Building-Marble Restoration:  
Marble, Stone &  
Polisher \$ 29.77

### OVERTIME PAY

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

### REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

| 1st<br>1-<br>900 | 2nd<br>901-<br>1800 | 3rd<br>1801-<br>2700 | 4th<br>2701 |
|------------------|---------------------|----------------------|-------------|
| \$ 32.61         | \$ 37.28            | \$ 41.94             | \$ 46.60    |

Supplemental Benefits Per Hour:

|       |       |       |       |
|-------|-------|-------|-------|
| 27.07 | 27.97 | 28.87 | 29.77 |
|-------|-------|-------|-------|

9-7/24-MP

### Mason - Building

04/01/2023

**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-<br>750 | 751-<br>1500 | 1501-<br>2250 | 2251-<br>3000 | 3001-<br>3750 | 3751-<br>4500 | 4501-<br>5250 | 5251-<br>6000 | 6001-<br>6751 | 6751-<br>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** **04/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2022 12/05/2022 06/05/2023

Tile Finisher

\$ 47.60

\$ 48.04

Additional  
\$ 0.58

**SUPPLEMENTAL BENEFITS**

Per Hour:

\$ 22.16\*

\$ 22.31\*

+ \$9.85

+ \$9.85

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

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

9-7/88A-tf

**Mason - Building** **04/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Marble, Stone, etc.

Maintenance Finishers:

\$ 27.01

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Marble, Stone, etc

Maintenance Finishers:

\$ 14.40

**OVERTIME PAY**

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

\*Double hourly rate after 8 hours on Saturday

**HOLIDAY**

Paid:

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

Overtime:

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

1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**

WAGES per hour:

07/01/2022

0-750

\$ 21.67

|           |       |
|-----------|-------|
| 751-1500  | 22.38 |
| 1501-2250 | 23.10 |
| 2251-3000 | 23.80 |
| 3001-3750 | 24.87 |
| 3751-4500 | 26.29 |
| 4501+     | 27.01 |

Supplemental Benefits:  
Per hour:

|           |       |
|-----------|-------|
| 0-750     | 11.52 |
| 751-1500  | 11.90 |
| 1501-2250 | 12.29 |
| 2251-3000 | 12.67 |
| 3001-3750 | 13.25 |
| 3751-4500 | 14.01 |
| 4501+     | 14.40 |

9-7/24M-MF

|   |                   |
|---|-------------------|
| <b>Mason - Building / Heavy&amp;Highway</b> | <b>04/01/2023</b> |
|---|-------------------|

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

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Marble-Finisher \$ 48.97

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
per hour

Marble- Finisher \$ 35.76

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

9-7/20-MF

|                                  |                   |
|----------------------------------|-------------------|
| <b>Mason - Heavy&amp;Highway</b> | <b>04/01/2023</b> |
|----------------------------------|-------------------|

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour: 07/01/2022 06/01/2023

|                    |          |          |
|--------------------|----------|----------|
| Bricklayer         | \$ 45.29 | \$ 46.39 |
| Cement Mason       | 45.29    | 46.39    |
| Marble/Stone Mason | 45.29    | 46.39    |
| Plasterer          | 45.29    | 46.39    |
| Pointer/Caulker    | 45.29    | 46.39    |

Additional \$1.00 per hour for power saw work

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

SHIFT WORK: When shift work or an irregular 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 | \$ 37.00 | \$ 37.95 |
|------------|----------|----------|

### OVERTIME PAY

|              |                    |
|--------------|--------------------|
| Cement Mason | See ( B, E, Q, W ) |
|--------------|--------------------|

|            |                  |
|------------|------------------|
| All Others | See ( B, E, Q, ) |
|------------|------------------|

### HOLIDAY

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

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

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

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5WP-H/H

### Operating Engineer - Building

04/01/2023

**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**

**04/01/2023**

**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 - Heavy&Highway

04/01/2023

**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<br>to 40 Hours   | \$ 33.75 up<br>to 40 hours   | \$ 34.85 up<br>to 40 hours   |
|                | After 40 hours<br>\$ 23.40* PLUS<br>\$ 1.20 on all<br>hours worked | After 40 hours<br>\$ 24.50* PLUS<br>\$ 1.25 on all<br>hours worked | After 40 hours<br>\$ 25.55* PLUS<br>\$ 1.25 on all<br>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

04/01/2023

**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**

**04/01/2023**

**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<br>40 hours    | \$ 33.75 up to<br>40 hours    | \$ 34.85 up to<br>40 hours    |
| After 40 hours                | After 40 hours                | After 40 hours                |
| \$23.40 plus                  | \$24.50 plus                  | \$25.55 plus                  |
| \$1.20 on all<br>hours worked | \$1.25 on all<br>hours worked | \$1.25 on all<br>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**

**04/01/2023**

**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                              | \$ 42.66   | \$ 43.94   |
| Deck Captain, Leverman                |            |            |
| Mechanical Dredge Operator            |            |            |
| Licensed Tug Operator 1000HP or more. |            |            |
| CLASS A2                              | 38.02      | 39.16      |

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer  
Dozer, Front Loader Prevailing Wage in locality where work  
Operator on Land is being performed including benefits.

|                                    |       |       |
|------------------------------------|-------|-------|
| CLASS B1                           | 36.89 | 38.00 |
| Derrick Operator (180 swing)       |       |       |
| Spider/Spill Barge Operator        |       |       |
| Operator II, Fill Placer,          |       |       |
| Engineer, Chief Mate, Electrician, |       |       |
| Chief Welder, Maintenance Engineer |       |       |
| Licensed Boat, Crew Boat Operator  |       |       |

|                  |       |       |
|------------------|-------|-------|
| CLASS B2         | 34.73 | 35.77 |
| Certified Welder |       |       |

|                       |       |       |
|-----------------------|-------|-------|
| CLASS C1              | 33.78 | 34.79 |
| Drag Barge Operator,  |       |       |
| Steward, Mate,        |       |       |
| Assistant Fill Placer |       |       |

|               |       |       |
|---------------|-------|-------|
| CLASS C2      | 32.69 | 33.67 |
| Boat Operator |       |       |

|                            |       |       |
|----------------------------|-------|-------|
| CLASS D                    | 27.16 | 27.97 |
| Shoreman, Deckhand, Oiler, |       |       |
| Rodman, Scowman, Cook,     |       |       |
| Messman, Porter/Janitor    |       |       |

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   |   |   |
|-------------------|---|---|
| All Classes A & B | \$ 11.40 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 | \$ 11.85 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 |
| All Class C       | \$ 11.10 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.48 | \$ 11.60 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.50 |
| All Class D       | \$ 10.80 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.33 | \$ 11.35 plus 6%<br>of straight time<br>wage, Overtime hours<br>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 |

4-25a-MarDredge

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

**04/01/2023**

**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

**Painter**

**04/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Brush \$ 51.45\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 51.45\*

|                          |           |
|--------------------------|-----------|
| Spray & Scaffold         | \$ 54.45* |
| Fire Escape              | 54.45*    |
| Decorator                | 54.45*    |
| Paperhanger/Wall Coverer | 53.83*    |

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

|             |          |
|-------------|----------|
| Paperhanger | \$ 33.15 |
| All others  | 30.88    |
| Premium     | 37.72**  |

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

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

|                  |            |
|------------------|------------|
| Per hour:        | 07/01/2022 |
| Appr 1st term... | \$ 19.95*  |
| Appr 2nd term... | 25.56*     |
| Appr 3rd term... | 31.00*     |
| Appr 4th term... | 41.52*     |

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:

|                  |          |
|------------------|----------|
| Appr 1st term... | \$ 15.22 |
| Appr 2nd term... | 18.90    |
| Appr 3rd term... | 21.81    |
| Appr 4th term... | 27.58    |

8-NYDC9-B/S

**Painter**

**04/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

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

**WAGES**

|               |            |
|---------------|------------|
| Per hour:     | 07/01/2022 |
| Drywall Taper | \$ 51.45*  |

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

|            |          |
|------------|----------|
| Per hour:  |          |
| Journeyman | \$ 30.88 |

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages - Per Hour:

1500 hour terms at the following wage rate:

|          |           |
|----------|-----------|
| 1st term | \$ 19.95* |
| 2nd term | 25.56*    |
| 3rd term | 31.00*    |
| 4th term | 41.52*    |

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

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

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**04/01/2023**

**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<br>+ 3.86  | \$ 21.80<br>+ 4.04  |
| 2nd year                          | \$ 31.80<br>+ 5.78  | \$ 32.70<br>+ 6.06  |
| 3rd year                          | \$ 42.40<br>+ 7.70  | \$ 43.60<br>+ 8.08  |
| Supplemental Benefits - Per hour: |                     |                     |
| 1st year                          | \$ .25<br>+ 12.24   | \$ .25<br>+ 12.34   |
| 2nd year                          | \$ 10.90<br>+ 18.36 | \$ 10.90<br>+ 18.51 |
| 3rd year                          | \$ 10.90<br>+ 24.48 | \$ 10.90<br>+ 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**

**04/01/2023**

**JOB DESCRIPTION** Painter - Line Striping  
**ENTIRE COUNTIES**

**DISTRICT 8**

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

04/01/2023

**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, Schuylar, 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

04/01/2023

**JOB DESCRIPTION** Plumber

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

Per hour:

07/01/2022

|                            |          |
|----------------------------|----------|
| Plumber and<br>Steamfitter | \$ 60.21 |
|----------------------------|----------|

## 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 | \$ 40.01 |
|---------------|----------|

## OVERTIME PAY

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

OVERTIME:.... See on OVERTIME PAGE.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

(1)year terms at the following wages:

|          |          |
|----------|----------|
| 1st Term | \$ 22.36 |
| 2nd Term | 25.66    |
| 3rd Term | 29.63    |
| 4th Term | 42.28    |

5th Term 45.36

Supplemental Benefits per hour:

1st term \$ 16.54  
2nd term 18.46  
3rd term 21.96  
4th term 28.95  
5th term 30.68

8-21.1-ST

**Plumber - HVAC / Service**

**04/01/2023**

**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**

**04/01/2023**

**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

04/01/2023

## 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/Waterproofer | \$ 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

04/01/2023

**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

### Sheetmetal Worker

04/01/2023

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 4

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2022

|              |          |
|--------------|----------|
| Sign Erector | \$ 53.79 |
|--------------|----------|

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

### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Sign Erector \$ 53.33

### OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

### HOLIDAY

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

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

### REGISTERED APPRENTICES

Per Hour:

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

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

### SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2022

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 14.34 | \$ 16.26 | \$ 18.17 | \$ 20.10 | \$ 28.02 | \$ 30.47 | \$ 33.72 | \$ 36.27 | \$ 38.77 | \$ 41.29 |

4-137-SE

### Sprinkler Fitter

04/01/2023

**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

Journey person \$ 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 |

1-669.2

### Teamster - Building / Heavy&Highway

04/01/2023

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

**DISTRICT 8**

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

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

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

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

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

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

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

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

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

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

WAGES:(per hour)

07/01/2022

|          |           |
|----------|-----------|
| GROUP A  | \$ 46.07* |
| GROUP AA | 49.07*    |
| GROUP B  | 46.69*    |
| GROUP BB | 46.19*    |
| GROUP C  | 48.82*    |
| GROUP D  | 46.52*    |
| GROUP E  | 47.07*    |
| GROUP F  | 48.07*    |
| GROUP G  | 46.82*    |
| GROUP H  | 47.44*    |
| GROUP HH | 47.82*    |
| GROUP I  | 47.57*    |
| GROUP II | 47.94*    |

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

Note: Fuel truck operators on construction sites addit. \$5.00 per day.  
For work on hazardous/toxic waste site addit. 20% of hourly rate.

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

|                 |          |
|-----------------|----------|
| First 40 hours  | \$ 33.87 |
| 41st-45th hours | 14.88    |
| Over 45 hours   | 0.75     |

## OVERTIME PAY

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

## HOLIDAY

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

8-456

**Welder**

**04/01/2023**

**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    04/17/2023**

**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<br>UNIT PH 13NORWALK CT<br>06850                | 05/12/2021           | 05/12/2026         |
| DOL    | DOL            | *****4018 | ADIRONDACK BUILDING<br>RESTORATION INC.       |                   | 4156 WILSON ROAD EAST<br>TABERG NY 13471                     | 03/26/2019           | 03/26/2024         |
| DOL    | AG             | *****1812 | ADVANCED BUILDERS & LAND<br>DEVELOPMENT, INC. |                   | 400 OSER AVE<br>#2300HAUPPAUGE NY 11788                      | 09/11/2019           | 09/11/2024         |
| DOL    | DOL            | *****1687 | ADVANCED SAFETY<br>SPRINKLER INC              |                   | 261 MILL ROAD<br>P.O BOX 296EAST AURORA<br>NY 14052          | 05/29/2019           | 05/29/2024         |
| DOL    | NYC            |           | AGOSTINHO TOME                                |                   | 405 BARRETTO ST<br>BRONX NY 10474                            | 05/31/2018           | 05/31/2023         |
| DOL    | NYC            |           | ALL COUNTY SEWER & DRAIN,<br>INC.             |                   | 7 GREENFIELD DR<br>WARWICK NY 10990                          | 03/25/2022           | 03/25/2027         |
| DOL    | NYC            |           | AMJED PARVEZ                                  |                   | 401 HANOVER AVENUE<br>STATEN ISLAND NY 10304                 | 01/11/2021           | 01/11/2026         |
| DOL    | DOL            |           | ANGELO F COKER                                |                   | 2610 SOUTH SALINA STREET<br>SUITE 14SYRACUSE NY 13205        | 09/17/2020           | 09/17/2025         |
| DOL    | DOL            |           | ANGELO F COKER                                |                   | 2610 SOUTH SALINA STREET<br>SUITE 14SYRACUSE NY 13205        | 12/04/2018           | 12/04/2023         |
| DOL    | DOL            |           | ANGELO GARCIA                                 |                   | 515 WEST AVE<br>UNIT PH 13NORWALK CT<br>06850                | 05/12/2021           | 05/12/2026         |
| DOL    | DOL            |           | ANGELO TONDO                                  |                   | 449 WEST MOMBSHA ROAD<br>MONROE NY 10950                     | 06/06/2022           | 06/06/2027         |
| DOL    | DOL            |           | ANITA SALERNO                                 |                   | 158 SOLAR ST<br>SYRACUSE NY 13204                            | 01/07/2019           | 01/07/2024         |
| DOL    | DOL            | *****4231 | ANKER'S ELECTRIC SERVICE,<br>INC.             |                   | 10 SOUTH 5TH ST<br>LOCUST VALLEY NY 11560                    | 09/26/2022           | 09/26/2027         |
| DOL    | DOL            |           | ANTONIO ESTIVEZ                               |                   | 442 ARMONK RD<br>MOUNT KISCO NY 10549                        | 06/12/2018           | 06/12/2023         |
| DOL    | NYC            |           | ARADCO CONSTRUCTION<br>CORP                   |                   | 115-46 132RD ST<br>SOUTH OZONE PARK NY<br>11420              | 09/17/2020           | 09/17/2025         |
| DOL    | DOL            |           | ARNOLD A. PAOLINI                             |                   | 1250 BROADWAY ST<br>BUFFALO NY 14212                         | 02/03/2020           | 02/03/2025         |
| DOL    | NYC            |           | ARSHAD MEHMOOD                                |                   | 168-42 88TH AVENUE<br>JAMAICA NY 11432                       | 11/20/2019           | 11/20/2024         |
| DOL    | NYC            | *****2591 | AVI 212 INC.                                  |                   | 260 CROPSEY AVENUE<br>APT 11GBROOKLYN NY 11214               | 10/30/2018           | 10/30/2023         |
| DOL    | NYC            |           | AVM CONSTRUCTION CORP                         |                   | 117-72 123RD ST<br>SOUTH OZONE PARK NY<br>11420              | 09/17/2020           | 09/17/2025         |
| DOL    | NYC            |           | AZIDABEGUM                                    |                   | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218                     | 09/17/2020           | 09/17/2025         |
| DOL    | DOL            | *****8421 | B & B DRYWALL, INC                            |                   | 206 WARREN AVE<br>APT 1WHITE PLAINS NY 10603                 | 12/14/2021           | 12/14/2026         |
| DOL    | NYC            |           | BALWINDER SINGH                               |                   | 421 HUDSON ST<br>SUITE C5NEW YORK NY 10014                   | 02/20/2019           | 02/20/2024         |
| DOL    | NYC            | *****8416 | BEAM CONSTRUCTION, INC.                       |                   | 50 MAIN ST<br>WHITE PLAINS NY 10606                          | 01/04/2019           | 01/04/2024         |
| DOL    | DOL            |           | BERNARD BEGLEY                                |                   | 38 LONG RIDGE ROAD<br>BEDFORD NY 10506                       | 12/18/2019           | 12/18/2024         |
| DOL    | NYC            | *****2113 | BHW CONTRACTING, INC.                         |                   | 401 HANOVER AVENUE<br>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<br>BEDFORD NY 10506                       | 12/18/2019           | 12/18/2024         |
| DOL    | DOL            | *****4512 | BOB BRUNO EXCAVATING,<br>INC                  |                   | 5 MORNINGSIDE DR<br>AUBURN NY 13021                          | 05/28/2019           | 05/28/2024         |
| DOL    | DOL            |           | BOGDAN MARKOVSKI                              |                   | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601 | 02/11/2019           | 02/11/2024         |
| DOL    | DOL            |           | BRADLEY J SCHUKA                              |                   | 4 BROTHERS ROAD<br>WAPPINGERS FALLS NY 12590                 | 10/20/2020           | 10/20/2025         |
| DOL    | DOL            |           | BRUCE P. NASH JR.                             |                   | 5841 BUTTERNUT ROAD<br>EAST SYRACUSE NY 13057                | 09/12/2018           | 09/12/2023         |
| DOL    | DOL            | *****9383 | C.C. PAVING AND<br>EXCAVATING, INC.           |                   | 2610 SOUTH SALINA ST<br>SUITE 12SYRACUSE NY 13205            | 09/17/2020           | 09/17/2025         |
| DOL    | DOL            | *****9383 | C.C. PAVING AND<br>EXCAVATING, INC.           |                   | 2610 SOUTH SALINA ST<br>SUITE 12SYRACUSE NY 13205            | 12/04/2018           | 12/04/2023         |
| DOL    | DOL            | *****4083 | C.P.D. ENTERPRISES, INC                       |                   | P.O BOX 281<br>WALDEN NY 12586                               | 03/03/2020           | 03/03/2025         |

**NYSDOL Bureau of Public Work Debarment List    04/17/2023**

**Article 8**

|     |     |           |   |   |   |            |            |
|-----|-----|-----------|---|---|---|------------|------------|
| DOL | DOL | *****5161 | CALADRI DEVELOPMENT CORP.                         |   | 1223 PARK ST.<br>PEEKSKILL NY 10566                 | 05/17/2021 | 05/17/2026 |
| DOL | DOL | *****3391 | CALI ENTERPRISES, INC.                            |   | 1223 PARK STREET<br>PEEKSKILL NY 10566              | 05/17/2021 | 05/17/2026 |
| DOL | NYC |           | CALVIN WALTERS                                    |   | 465 EAST THIRD ST<br>MT. VERNON NY 10550            | 09/09/2019 | 09/09/2024 |
| DOL | DOL |           | CANTISANI & ASSOCIATES LTD                        |   | 442 ARMONK RD<br>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<br>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<br>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<br>MOUNT KISCO NY 10549               | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | CARMODY INC                                       |   | 442 ARMONK RD<br>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<br>MOUNT KISCO NY 10549               | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | CARMODY MASONRY CORP                              |   | 442 ARMONK RD<br>MOUNT KISCO NY 10549               | 06/12/2018 | 06/12/2023 |
| DOL | AG  | *****7247 | CENTURY CONCRETE CORP                             |   | 2375 RAYNOR ST<br>RONKONKOMA NY 11779               | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****0026 | CHANTICLEER CONSTRUCTION LLC                      |   | 4 BROTHERS ROAD<br>WAPPINGERS FALLS NY 12590        | 10/20/2020 | 10/20/2025 |
| DOL | NYC |           | CHARLES ZAHRAKKA                                  |   | 863 WASHINGTON STREET<br>FRANKLIN SQUARE NY 11010   | 03/10/2020 | 03/10/2025 |
| DOL | DOL |           | CHRISTOPHER GRECO                                 |   | 26 NORTH MYRTLE AVENUE<br>SPRING VALLEY NY 10956    | 02/18/2021 | 02/18/2026 |
| DOL | DOL |           | CHRISTOPHER J MAINI                               |   | 19 CAITLIN AVE<br>JAMESTOWN NY 14701                | 09/17/2018 | 09/17/2023 |
| DOL | DOL |           | CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU |   | 1445 COMMERCE AVE<br>BRONX NY 10461                 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****1927 | CONSTRUCTION PARTS WAREHOUSE, INC.                | CPW   | 5841 BUTTERNUT ROAD<br>EAST SYRACUSE NY 13057       | 09/12/2018 | 09/12/2023 |
| DOL | DOL |           | CRAIG JOHANSEN                                    |   | 10 SOUTH 5TH ST<br>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<br>SPRING VALLEY NY 10956    | 02/18/2021 | 02/18/2026 |
| DOL | DOL | *****2524 | CSI ELECTRICAL & MECHANICAL INC                   |   | 42-32 235TH ST<br>DOUGLSTON NY 11363                | 01/14/2019 | 01/14/2024 |
| DOL | DOL | *****7619 | DANCO CONSTRUCTION UNLIMITED INC.                 |   | 485 RAFT AVENUE<br>HOLBROOK NY 11741                | 10/19/2021 | 10/19/2026 |
| DOL | DOL |           | DANIEL ROBERT MCNALLY                             |   | 7 GREENFIELD DRIVE<br>WARWICK NY 10990              | 03/25/2022 | 03/25/2027 |
| DOL | DOL |           | DARIAN L COKER                                    |   | 2610 SOUTH SALINA ST<br>SUITE 2CSYRACUSE NY 13205   | 09/17/2020 | 09/17/2025 |
| DOL | DOL |           | DARIAN L COKER                                    |   | 2610 SOUTH SALINA ST<br>SUITE 2CSYRACUSE NY 13205   | 12/04/2018 | 12/04/2023 |
| DOL | NYC |           | DAVID WEINER                                      |   | 14 NEW DROP LANE<br>2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL |           | DELPHI PAINTING & DECORATING CO INC               |   | 1445 COMMERCE AVE<br>BRONX NY 10461                 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****5175 | EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC     |   | 11371 RIDGE RD<br>WOLCOTT NY 14590                  | 02/03/2020 | 02/03/2025 |
| DOL | AG  |           | EDWIN HUTZLER                                     |   | 23 NORTH HOWELLS RD<br>BELLPORT NY 11713            | 08/04/2021 | 08/04/2026 |
| DOL | DA  |           | EDWIN HUTZLER                                     |   | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779           | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR                     |   | 5 EMES LANE<br>MONSEY NY 10952                      | 01/20/2002 | 01/20/3002 |



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| DOL | NYC | *****5917 | EPOCH ELECTRICAL, INC                      |                             | 97-18 50TH AVE<br>CORONA NY 11368                   | 04/19/2018 | 04/19/2024 |
| DOL | DOL |           | FAIGY LOWINGER                             |                             | 11 MOUNTAIN RD<br>28 VAN BUREN DRMONROE<br>NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL |           | FRANK BENEDETTO                            |                             | 19 CATLIN AVE<br>JAMESTOWN NY 14701                 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | *****4722 | FRANK BENEDETTO AND<br>CHRISTOPHER J MAINI | B & M<br>CONCRETE           | 19 CAITLIN AVE<br>JAMESTOWN NY 14701                | 09/17/2018 | 09/17/2023 |
| DOL | DA  |           | FREDERICK HUTZLER                          |                             | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779           | 08/04/2021 | 08/04/2026 |
| DOL | NYC | *****6616 | G & G MECHANICAL<br>ENTERPRISES, LLC.      |                             | 1936 HEMPSTEAD TURNPIKE<br>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<br>VALLEY STREAM NY 11581          | 09/17/2020 | 09/17/2025 |
| DOL | DOL |           | GEOFF CORLETT                              |                             | 415 FLAGGER AVE<br>#302STUART FL 34994              | 10/31/2018 | 10/31/2023 |
| DOL | DA  |           | GEORGE LUCEY                               |                             | 150 KINGS STREET<br>BROOKLYN NY 11231               | 01/19/1998 | 01/19/2998 |
| DOL | DOL |           | GIGI SCHNECKENBURGER                       |                             | 261 MILL RD<br>EAST AURORA NY 14052                 | 05/29/2019 | 05/29/2024 |
| DOL | NYC | *****3164 | GLOBE GATES INC                            | GLOBAL<br>OVERHEAD<br>DOORS | 405 BARRETTO ST<br>BRONX NY 10474                   | 05/31/2018 | 05/31/2023 |
| DOL | DOL |           | HANS RATH                                  |                             | 24 ELDOR AVENUE<br>NEW CITY NY 10956                | 02/03/2020 | 02/03/2025 |
| DOL | DOL |           | HERBERT CLEMEN                             |                             | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567         | 01/24/2023 | 01/24/2028 |
| DOL | DOL |           | HERBERT CLEMEN                             |                             | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567         | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****5131 | INTEGRITY MASONRY, INC.                    | M&R<br>CONCRETE             | 722 8TH AVE<br>WATERVLIET NY 12189                  | 06/05/2018 | 06/05/2023 |
| DOL | DOL |           | IRENE KASELIS                              |                             | 32 PENNINGTON AVE<br>WALDWICK NJ 07463              | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9211 | J. WASE CONSTRUCTION<br>CORP.              |                             | 8545 RT 9W<br>ATHENS NY 12015                       | 03/09/2021 | 03/09/2026 |
| DOL | DOL |           | J.M.J CONSTRUCTION                         |                             | 151 OSTRANDER AVENUE<br>SYRACUSE NY 13205           | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | J.R. NELSON CONSTRUCTION                   |                             | 531 THIRD STREET<br>ALBANY NY 12206                 | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | J.R. NELSON CONSTRUCTION                   |                             | 531 THIRD STREET<br>ALBANY NY 12206                 | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | J.R. NELSON, LLC                           |                             | 531 THIRD STREET<br>ALBANY NY 12206                 | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | J.R. NELSON, LLC                           |                             | 531 THIRD STREET<br>ALBANY NY 12206                 | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | J.R.N COMPANIES, LLC                       |                             | 531 THIRD STREET<br>ALBANY NY 12206                 | 12/12/2022 | 12/12/2027 |
| DOL | DOL |           | J.R.N COMPANIES, LLC                       |                             | 531 THIRD STREET<br>ALBANY NY 12206                 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC                   |                             | 531 THIRD ST<br>ALBANY NY 12206                     | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC                   |                             | 531 THIRD ST<br>ALBANY NY 12206                     | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | JAMES C. DELGIACCO                         |                             | 722 8TH AVE<br>WATERVLIET NY 12189                  | 06/05/2018 | 06/05/2023 |
| DOL | DOL |           | JAMES J. BAKER                             |                             | 7901 GEE ROAD<br>CANASTOTA NY 13032                 | 08/17/2021 | 08/17/2026 |
| DOL | DOL |           | JAMES LIACONE                              |                             | 9365 WASHINGTON ST<br>LOCKPORT IL 60441             | 07/23/2018 | 07/23/2023 |
| DOL | DOL |           | JAMES RACHEL                               |                             | 9365 WASHINGTON ST<br>LOCKPORT IL 60441             | 07/23/2018 | 07/23/2023 |
| DOL | DOL |           | JASON P. RACE                              |                             | 3469 STATE RT. 69<br>PERISH NY 13131                | 09/29/2021 | 09/29/2026 |
| DOL | DOL |           | JASON P. RACE                              |                             | 3469 STATE RT. 69<br>PERISH NY 13131                | 02/09/2022 | 02/09/2027 |
| DOL | DOL |           | JASON P. RACE                              |                             | 3469 STATE RT. 69<br>PERISH NY 13131                | 11/15/2022 | 11/15/2027 |
| DOL | DOL |           | JASON P. RACE                              |                             | 3469 STATE RT. 69<br>PERISH NY 13131                | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****7993 | JBS DIRT, INC.                             |                             | 7901 GEE ROAD<br>CANASTOTA NY 13032                 | 08/17/2021 | 08/17/2026 |

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| DOL | DOL | *****5368 | JCH MASONRY & LANDSCAPING INC.                                |              | 35 CLINTON AVE<br>OSSINING NY 10562               | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****2435 | JEFFEL D. JOHNSON   | JMJ7 AND SON | 5553 CAIRNSTRAIL<br>CLAY NY 13041                 | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JEFFEL JOHNSON ELITE<br>CARPENTER REMODEL AND<br>CONSTRUCTION |              | C2 EVERGREEN CIRCLE<br>LIVERPOOL NY 13090         | 11/21/2022 | 11/21/2027 |
| DOL | DOL | *****2435 | JEFFREY M. JOHNSON  | JMJ7 AND SON | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | NYC |           | JENNIFER GUERRERO   |              | 1936 HEMPSTEAD TURNPIKE<br>EAST MEADOW NY 11554   | 11/29/2019 | 11/29/2024 |
| DOL | DOL |           | JIM PLAUGHER  |              | 17613 SANTE FE LINE ROAD<br>WAYNEFIELD OH 45896   | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | JMJ7 & SON CONSTRUCTION,<br>LLC                               |              | 5553 CAIRNS TRAIL<br>LIVERPOOL NY 13041           | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 AND SONS<br>CONTRACTORS                                  |              | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 CONTRACTORS  |              | 7014 13TH AVENUE<br>BROOKLYN NY 11228             | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 CONTRACTORS AND<br>SONS                                  |              | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 CONTRACTORS, LLC   |              | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JOHN GOCEK  |              | 14B COMMERCIAL AVE<br>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<br>HAWTHORN NJ 07506            | 03/29/2021 | 03/29/2026 |
| DOL | DOL |           | JOHN WASE   |              | 8545 RT 9W<br>ATHENS NY 12015                     | 03/09/2021 | 03/09/2026 |
| DOL | DOL |           | JON E DEYOUNG   |              | 261 MILL RD<br>P.O BOX 296EAST AURORA<br>NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL |           | JORGE RAMOS   |              | 8970 MIKE GARCIA DR<br>MANASSAS VA 20109          | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | JORI PEDERSEN   |              | 415 FLAGER AVE<br>#302STUART FL 34994             | 10/31/2018 | 10/31/2023 |
| DOL | DOL |           | JOSE CHUCHUCA   |              | 35 CLINTON AVE<br>OSSINING NY 10562               | 09/12/2018 | 09/12/2023 |
| DOL | DOL |           | JOY MARTIN  |              | 2404 DELAWARE AVE<br>NIGARA FALLS NY 14305        | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING                   |              | 3469 STATE RT. 69<br>PERISH NY 13131              | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING                   |              | 3469 STATE RT. 69<br>PERISH NY 13131              | 11/15/2022 | 11/15/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING                   |              | 3469 STATE RT. 69<br>PERISH NY 13131              | 09/29/2021 | 09/29/2026 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING                   |              | 3469 STATE RT. 69<br>PERISH NY 13131              | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING                   |              | 3469 STATE RT. 69<br>PERISH NY 13131              | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC   |              | 531 THIRD STREET<br>ALBANY NY 12206               | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC   |              | 531 THIRD STREET<br>ALBANY NY 12206               | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | JRN PAVING, LLC   |              | 531 THIRD STREET<br>ALBANY NY 12206               | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | JRN PAVING, LLC   |              | 531 THIRD STREET<br>ALBANY NY 12206               | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | JULIUS AND GITA BEHREND                                       |              | 5 EMES LANE<br>MONSEY NY 10952                    | 11/20/2002 | 11/20/3002 |
| DOL | DOL |           | KARIN MANGIN  |              | 796 PHELPS ROAD<br>FRANKLIN LAKES NJ 07417        | 12/01/2020 | 12/01/2025 |
| DOL | DOL |           | KATE E. CONNOR  |              | 7088 INTERSTATE ISLAND RD<br>SYRACUSE NY 13209    | 03/31/2021 | 03/31/2026 |
| DOL | DOL | *****2959 | KELC DEVELOPMENT, INC   |              | 7088 INTERSTATE ISLAND RD<br>SYRACUSE NY 13209    | 03/31/2021 | 03/31/2026 |
| DOL | DOL |           | KIMBERLY F. BAKER   |              | 7901 GEE ROAD<br>CANASTOTA NY 13032               | 08/17/2021 | 08/17/2026 |
| DOL | DOL | *****3490 | L & M<br>CONSTRUCTION/DRYWALL<br>INC.                         |              | 1079 YONKERS AVE<br>YONKERS NY 10704              | 08/07/2018 | 08/07/2023 |

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| DOL | DA  | *****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION |                             | 150 KINGS STREET<br>BROOKLYN NY 11231              | 08/19/1998 | 08/19/2998 |
| DOL | DOL |           | LEROY E. NELSON JR                            |                             | 531 THIRD ST<br>ALBANY NY 12206                    | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | LEROY E. NELSON JR                            |                             | 531 THIRD ST<br>ALBANY NY 12206                    | 12/22/2022 | 12/22/2027 |
| DOL | AG  | *****3291 | LINTECH ELECTRIC, INC.                        |                             | 3006 TILDEN AVE<br>BROOKLYN NY 11226               | 02/16/2022 | 02/16/2027 |
| DOL | DA  | *****4460 | LONG ISLAND GLASS & STOREFRONTS, LLC          |                             | 4 MANHASSET TRL<br>RIDGE NY 11961                  | 09/06/2018 | 09/06/2023 |
| DOL | DOL |           | LOUIS A. CALICCHIA                            |                             | 1223 PARK ST.<br>PEEKSKILL NY 10566                | 05/17/2021 | 05/17/2026 |
| DOL | NYC |           | LUBOMIR PETER SVOBODA                         |                             | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303           | 12/26/2019 | 12/26/2024 |
| DOL | NYC |           | M & L STEEL & ORNAMENTAL IRON CORP.           |                             | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303           | 12/26/2019 | 12/26/2024 |
| DOL | DOL | *****2196 | MAINSTREAM SPECIALTIES, INC.                  |                             | 11 OLD TOWN RD<br>SELKIRK NY 12158                 | 02/02/2021 | 02/02/2026 |
| DOL | DA  |           | MANUEL P TOBIO                                |                             | 150 KINGS STREET<br>BROOKLYN NY 14444              | 08/19/1998 | 08/19/2998 |
| DOL | DA  |           | MANUEL TOBIO                                  |                             | 150 KINGS STREET<br>BROOKLYN NY 11231              | 08/19/1998 | 08/19/2998 |
| DOL | NYC |           | MAREK FABIJANOWSKI                            |                             | 50 MAIN ST<br>WHITE PLAINS NY 10606                | 01/04/2019 | 01/04/2024 |
| DOL | NYC |           | MARIA NUBILE                                  |                             | 84-22 GRAND AVENUE<br>ELMHURST NY 11373            | 03/10/2020 | 03/10/2025 |
| DOL | DOL |           | MASONRY CONSTRUCTION, INC.                    |                             | 442 ARMONK RD<br>MOUNT KISCO NY 10549              | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3333 | MASONRY INDUSTRIES, INC.                      |                             | 442 ARMONK RD<br>MOUNT KISCO NY 10549              | 06/12/2018 | 06/12/2023 |
| DOL | NYC |           | MATINA KARAGIANNIS                            |                             | 97-18 50TH AVE<br>CORONA NY 11368                  | 04/19/2018 | 04/19/2023 |
| DOL | DOL |           | MATTHEW P. KILGORE                            |                             | 4156 WILSON ROAD EAST<br>TABERG NY 13471           | 03/26/2019 | 03/26/2024 |
| DOL | DOL |           | MAURICE GAWENO                                |                             | 442 ARMONK RD<br>MOUNT KISCO NY 10549              | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | MICHAEL LENIHAN                               |                             | 1079 YONKERS AVE<br>UNIT 4YONKERS NY 10704         | 08/07/2018 | 08/07/2023 |
| DOL | DOL | *****4829 | MILESTONE ENVIRONMENTAL CORPORATION           |                             | 704 GINESI DRIVE<br>SUITE 29MORGANVILLE NJ 07751   | 04/10/2019 | 04/10/2024 |
| DOL | NYC | *****9926 | MILLENNIUM FIRE PROTECTION, LLC               |                             | 325 W. 38TH STREET<br>SUITE 204NEW YORK NY 10018   | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****0627 | MILLENNIUM FIRE SERVICES, LLC                 |                             | 14 NEW DROP LNE<br>2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING, INC.                   |                             | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567        | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING, INC.                   |                             | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567        | 01/24/2023 | 01/24/2028 |
| DOL | NYC |           | MUHAMMED A. HASHEM                            |                             | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218           | 09/17/2020 | 09/17/2025 |
| DOL | NYC |           | NAMOW, INC.                                   |                             | 84-22 GRAND AVENUE<br>ELMHURST NY 11373            | 03/10/2020 | 03/10/2025 |
| DOL | DA  | *****9786 | NATIONAL INSULATION & GC CORP                 |                             | 180 MILLER PLACE<br>HICKSVILLE NY 11801            | 12/12/2018 | 12/12/2023 |
| DOL | DOL | *****3684 | NATIONAL LAWN SPRINKLERS, INC.                |                             | 645 N BROADWAY<br>WHITE PLAINS NY 10603            | 05/14/2018 | 05/14/2023 |
| DOL | NYC |           | NAVIT SINGH                                   |                             | 402 JERICHO TURNPIKE<br>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<br>PERISH NY 13131               | 03/01/2022 | 03/01/2027 |
| DOL | DOL |           | NICHOLE E. FRASER A/K/A NICHOLE RACE          |                             | 3469 STATE RT. 69<br>PERISH NY 13131               | 11/15/2022 | 11/15/2027 |
| DOL | DOL |           | NICHOLE E. FRASER A/K/A NICHOLE RACE          |                             | 3469 STATE RT. 69<br>PERISH NY 13131               | 09/29/2021 | 09/29/2026 |
| DOL | DOL |           | NICHOLE E. FRASER A/K/A NICHOLE RACE          |                             | 3469 STATE RT. 69<br>PERISH NY 13131               | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****7429 | NICOLAE I. BARBIR                             | BESTUCCO CONSTRUCTION, INC. | 444 SCHANTZ ROAD<br>ALLETOWN PA 18104              | 09/17/2020 | 09/17/2025 |
| DOL | NYC | *****5643 | NYC LINE CONTRACTORS, INC.                    |                             | 402 JERICHO TURNPIKE<br>NEW HYDE PARK NY 11040     | 08/10/2022 | 08/10/2027 |

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| DOL | DOL |           | PAULINE CHAHALES                         |                               | 935 S LAKE BLVD<br>MAHOPAC NY 10541                  | 03/02/2021 | 03/02/2026 |
| DOL | DOL |           | PETER STEVENS                            |                               | 11 OLD TOWN ROAD<br>SELKIRK NY 12158                 | 02/02/2021 | 02/02/2026 |
| DOL | DOL |           | PETER STEVENS                            |                               | 8269 21ST ST<br>BELLEROSSE NY 11426                  | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****0466 | PRECISION BUILT FENCES,<br>INC.          |                               | 1617 MAIN ST<br>PEEKSKILL NY 10566                   | 03/03/2020 | 03/03/2025 |
| DOL | NYC |           | RASHEL CONSTRUCTION<br>CORP              |                               | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218             | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****1068 | RATH MECHANICAL<br>CONTRACTORS, INC.     |                               | 24 ELDOR AVENUE<br>NEW CITY NY 10956                 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC<br>CORP.              |                               | 3 PARK CIRCLE<br>MIDDLETOWN NY 10940                 | 07/11/2022 | 07/11/2027 |
| DOL | DA  | *****7559 | REGAL CONTRACTING INC.                   |                               | 24 WOODBINE AVE<br>NORTHPORT NY 11768                | 10/01/2020 | 10/01/2025 |
| DOL | DOL | *****9148 | RICH T CONSTRUCTION                      |                               | 107 WILLOW WOOD LANE<br>CAMILLUS NY 13031            | 11/13/2018 | 11/13/2023 |
| DOL | DOL |           | RICHARD MACONE                           |                               | 8617 THIRD AVE<br>BROOKLYN NY 11209                  | 09/17/2018 | 09/17/2023 |
| DOL | DOL |           | RICHARD REGGIO                           |                               | 1617 MAIN ST<br>PEEKSKILL NY 10566                   | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****9148 | RICHARD TIMIAN                           | RICH T<br>CONSTRUCTI<br>ON    | 108 LAMONT AVE<br>SYRACUSE NY 13209                  | 10/16/2018 | 10/16/2023 |
| DOL | DOL |           | RICHARD TIMIAN JR.                       |                               | 108 LAMONT AVE<br>SYRACUSE NY 13209                  | 10/16/2018 | 10/16/2023 |
| DOL | DOL |           | RICHARD TIMIAN JR.                       |                               | 108 LAMONT AVE<br>SYRACUSE NY 13209                  | 11/13/2018 | 11/13/2023 |
| DOL | DOL |           | ROBBYE BISSESAR                          |                               | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427    | 01/11/2003 | 01/11/3003 |
| DOL | DOL |           | ROBERT A. VALERINO                       |                               | 3841 LANYARD COURT<br>NEW PORT RICHEY FL 34652       | 07/09/2019 | 07/09/2024 |
| DOL | DOL |           | ROBERT BRUNO                             |                               | 5 MORNINGSIDE DRIVE<br>AUBURN NY 13021               | 05/28/2019 | 05/28/2024 |
| DOL | DOL |           | RODERICK PUGH                            |                               | 404 OAK ST<br>SUITE 101SYRACUSE NY<br>13203          | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****4880 | RODERICK PUGH<br>CONSTRUCTION INC.       |                               | 404 OAK ST<br>SUITE 101SYRACUSE NY<br>13203          | 07/23/2018 | 07/23/2023 |
| DOL | DOL |           | ROMEO WARREN                             |                               | 161 ROBYN RD<br>MONROE NY 10950                      | 07/11/2022 | 07/11/2027 |
| DOL | DOL |           | RONALD MESSEN                            |                               | 14B COMMERCIAL AVE<br>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<br>VALLEY STREAM NY 11581           | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****1365 | S & L PAINTING, INC.                     |                               | 11 MOUNTAIN ROAD<br>P.O BOX 408MONROE NY<br>10950    | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****7730 | S C MARTIN GROUP INC.                    |                               | 2404 DELAWARE AVE<br>NIAGARA FALLS NY 14305          | 09/12/2018 | 09/12/2023 |
| DOL | DOL |           | SAL FRESINA MASONRY<br>CONTRACTORS, INC. |                               | 1935 TEALL AVENUE<br>SYRACUSE NY 13206               | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | SAL MASONRY<br>CONTRACTORS, INC.         |                               | (SEE COMMENTS)<br>SYRACUSE NY 13202                  | 07/16/2021 | 07/16/2026 |
| DOL | DOL | *****9874 | SALFREE ENTERPRISES INC                  |                               | P.O BOX 14<br>2821 GARDNER RDPOMPEI NY<br>13138      | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | SALVATORE A FRESINA A/K/A<br>SAM FRESINA |                               | 107 FACTORY AVE<br>P.O BOX 11070SYRACUSE NY<br>13218 | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | SAM FRESINA                              |                               | 107 FACTORY AVE<br>P.O BOX 11070SYRACUSE NY<br>13218 | 07/16/2021 | 07/16/2026 |
| DOL | NYC | *****0349 | SAM WATERPROOFING INC                    |                               | 168-42 88TH AVENUE<br>APT.1 AJAMAICA NY 11432        | 11/20/2019 | 11/20/2024 |
| DOL | NYC | *****1130 | SCANA CONSTRUCTION<br>CORP.              |                               | 863 WASHINGTON STREET<br>FRANKLIN SQUARE NY 11010    | 03/10/2020 | 03/10/2025 |
| DOL | DOL | *****2045 | SCOTT DUFFIE                             | DUFFIE'S<br>ELECTRIC,<br>INC. | P.O BOX 111<br>CORNWALL NY 12518                     | 03/03/2020 | 03/03/2025 |
| DOL | DOL |           | SCOTT DUFFIE                             |                               | P.O BOX 111<br>CORNWALL NY 12518                     | 03/03/2020 | 03/03/2025 |

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| DOL | NYC | *****6597 | SHAIRA CONSTRUCTION CORP.                                |                   | 421 HUDSON STREET<br>SUITE C5NEW YORK NY 10014               | 02/20/2019 | 02/20/2024 |
| DOL | DOL |           | SHANE NOLAN  |                   | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                      | 07/23/2018 | 07/23/2023 |
| DOL | DOL |           | SHULEM LOWINGER  |                   | 11 MOUNTAIN ROAD<br>28 VAN BUREN DRMONROE<br>NY 10950        | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****0816 | SOLAR ARRAY SOLUTIONS, LLC                               |                   | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                      | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****0440 | SOLAR GUYS INC.  |                   | 8970 MIKE GARCIA DR<br>MANASSAS VA 20109                     | 07/16/2021 | 07/16/2026 |
| DOL | NYC |           | SOMATIE RAMSUNAHAI                                       |                   | 115-46 132ND ST<br>SOUTH OZONE PARK NY<br>11420              | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****2221 | SOUTH BUFFALO ELECTRIC, INC.                             |                   | 1250 BROADWAY ST<br>BUFFALO NY 14212                         | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3661 | SPANIER BUILDING MAINTENANCE CORP                        |                   | 200 OAK DRIVE<br>SYOSSET NY 11791                            | 03/14/2022 | 03/14/2027 |
| DOL | DOL |           | STANADOS KALOGELAS                                       |                   | 485 RAFT AVENUE<br>HOLBROOK NY 11741                         | 10/19/2021 | 10/19/2026 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC                                   |                   | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427            | 08/11/2003 | 08/11/3003 |
| DOL | DOL | *****6844 | STEAM PLANT AND CHX SYSTEMS INC.                         |                   | 14B COMMERCIAL AVENUE<br>ALBANY NY 12065                     | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****9933 | STEED GENERAL CONTRACTORS, INC.                          |                   | 1445 COMMERCE AVE<br>BRONX NY 10461                          | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9528 | STEEL-IT, LLC.   |                   | 17613 SANTE FE LINE ROAD<br>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<br>UPPER SADDLE RIVER NJ<br>07458   | 05/30/2019 | 05/30/2024 |
| DOL | DOL |           | STEVE TATE   |                   | 415 FLAGER AVE<br>#302STUART FL 34994                        | 10/31/2018 | 10/31/2023 |
| DOL | DOL |           | STEVEN MARTIN  |                   | 2404 DELWARE AVE<br>NIAGARA FALLS NY 14305                   | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****3800 | SUBURBAN RESTORATION CO. INC.                            |                   | 5-10 BANTA PLACE<br>FAIR LAWN PLACE NJ 07410                 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | *****1060 | SUNN ENTERPRISES GROUP, LLC                              |                   | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | *****9150 | SURGE INC.   |                   | 8269 21ST STREET<br>BELLEROSE NY 11426                       | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | SYED RAZA  |                   | 198 RIDGE AVENUE<br>NY 11581                                 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****8209 | SYRACUSE SCALES, INC.                                    |                   | 158 SOLAR ST<br>SYRACUSE NY 13204                            | 01/07/2019 | 01/07/2024 |
| DOL | DOL |           | TERRY THOMPSON   |                   | 11371 RIDGE RD<br>WOLCOTT NY 14590                           | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****9733 | TERSAL CONSTRUCTION SERVICES INC                         |                   | 107 FACTORY AVE<br>P.O BOX 11070SYRACUSE NY<br>13208         | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | TERSAL CONTRACTORS, INC.                                 |                   | 221 GARDNER RD<br>P.O BOX 14POMPEI NY 13138                  | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | TERSAL DEVELOPMENT CORP.                                 |                   | 1935 TEALL AVENUE<br>SYRACUSE NY 13206                       | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | TEST   |                   | P.O BOX 123<br>ALBANY NY 12204                               | 05/20/2020 | 05/20/2025 |
| DOL | DOL | *****6789 | TEST1000   |                   | P.O BOX 123<br>ALBANY NY 12044                               | 03/01/2021 | 03/01/2026 |
| DOL | DOL | *****5766 | THE COKER CORPORATION                                    | COKER CORPORATION | 2610 SOUTH SALINA ST<br>SUITE 14SYRACUSE NY 13205            | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****5766 | THE COKER CORPORATION                                    | COKER CORPORATION | 2610 SOUTH SALINA ST<br>SUITE 14SYRACUSE NY 13205            | 09/17/2020 | 09/17/2025 |
| DOL | DA  | *****4106 | TRIPLE H CONCRETE CORP                                   |                   | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779                    | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****8210 | UPSTATE CONCRETE & MASONRY CONTRACTING CO INC            |                   | 449 WEST MOMBASHA ROAD<br>MONROE NY 10950                    | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****6392 | V.M.K CORP.  |                   | 8617 THIRD AVE<br>BROOKLYN NY 11209                          | 09/17/2018 | 09/17/2023 |
| DOL | DOL | *****6418 | VALHALLA CONSTRUCTION, LLC.                              |                   | 796 PHLEPS ROAD<br>FRANKLIN LAKES NJ 07417                   | 12/01/2020 | 12/01/2025 |

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| DOL | NYC | *****2426 | VICKRAM MANGRU                        | VICK<br>CONSTRUCTI<br>ON     | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581     | 09/17/2020 | 09/17/2025 |
| DOL | NYC |           | VICKRAM MANGRU                        |                              | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581     | 09/17/2020 | 09/17/2025 |
| DOL | DOL |           | VICTOR ALICANTI                       |                              | 42-32 235TH ST<br>DOUGLASTON NY 11363          | 01/14/2019 | 01/14/2024 |
| DOL | NYC |           | VIKTAR PATONICH                       |                              | 2630 CROPSY AVE<br>BROOKLYN NY 11214           | 10/30/2018 | 10/30/2023 |
| DOL | DOL |           | VIKTORIA RATH                         |                              | 24 ELDOR AVENUE<br>NEW CITY NY 10956           | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3673 | WALTERS AND WALTERS,<br>INC.          |                              | 465 EAST AND THIRD ST<br>MT. VERNON NY 10550   | 09/09/2019 | 09/09/2024 |
| DOL | DOL | *****3296 | WESTERN NEW YORK<br>CONTRACTORS, INC. |                              | 3841 LAYNARD COURT<br>NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL |           | WHITE PLAINS CARPENTRY<br>CORP        |                              | 442 ARMONK RD                                  | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | WILLIAM G. PROERFRIEDT                |                              | 85 SPRUCEWOOD ROAD<br>WEST BABYLON NY 11704    | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****5924 | WILLIAM G. PROPHY, LLC                | WGP<br>CONTRACTIN<br>G, INC. | 54 PENTAQUIT AVE<br>BAYSHORE NY 11706          | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****4730 | XGD SYSTEMS, LLC                      | TDI GOLF                     | 415 GLAGE AVE<br>#302STUART FL 34994           | 10/31/2018 | 10/31/2023 |

**SECTION H**

**GENERAL CONDITIONS**





# GENERAL CONDITIONS

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NOTE: The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

## GENERAL CONDITIONS

### PART I

#### 101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Owner and the Contractor.
- b. The term "Owner" means the **Village of Dobbs Ferry**, which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor for work at the site of the project for and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the area shown on the drawing in the immediate vicinity of the work, unless otherwise defined in the Special Conditions.
- f. The term "Engineer" means the Engineer of the Project, or such of his subordinates or assistants as have Project Engineer status; or if a Consulting Engineer is employed to perform construction management and inspection, then this term shall apply to said Consulting Engineer and those subordinates and assistants that have Project Engineer status. A list of authorized Project Engineers will be furnished to the Contractor on request.
- g. The term "**Village**" means the **Village of Dobbs Ferry** within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.
- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished; the quality of workmanship required; measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

#### 102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner, for the work at all times during working hours with full authority to act for him. The Contractor

shall also provide an adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Owner, any language barrier exist between the superintendent and the Owner, the Contractor shall furnish a qualified interpreter.

- b. The Contractor shall layout his work including all survey required and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has received written approval of such Subcontractor from the Owner.
- b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. All subcontractors must have adequate superintendence on the work site when they are performing work.
- c. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- d. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.
- e. The Contractor shall not subcontract more than 50% of the total work of this contract. Any material purchased by the Contractor and not used by him in his work shall be considered a Subcontract.

104. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with this work or to perform work related to this project with his own forces. The Contractor shall offer other Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs. The Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not permit or commit any act, which will interfere with the performance of work by any other Contractor as scheduled.

Wherever work being done by the Owner or its forces, or other Contractors, is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

If any part of the Contractor's work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

105. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools equipment, water light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

106. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or Suppliers engaged upon this Contract. He shall be prepared to guarantee to each of the Subcontractors, the locations and measurements that they may require for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and specifications and except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

107. MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, in any judgment or claims against the owner shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Owner and Engineer.

108. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner.

No assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

109. PROGRESS SCHEDULE

The Contractor shall submit within seven (7) calendar days after award a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- a. The project name, number and geographic location.
- b. The contract time, contract beginning date, and ending date.

- c. The time of beginning and completion of each significant phase of this contract.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Owner. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Owner.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used.

#### 110. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Village of Dobbs Ferry Village Hall, and any notice to or demand upon Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage- prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing), when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

#### 111. PAYMENTS TO CONTRACTOR

- a. Partial Payments
  - 1. The Engineer shall prepare an estimate of the work performed for partial payment as of a mutually agreed upon date at least 30 days after the beginning of work, and approximately every 30 days thereafter. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices, if any, contained in the Agreement.

There will be no payments or partial payments to the Contractor for materials purchased and stored/stockpiled on the project site.
  - 2. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of

all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

b. Final Payment

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed without retainage less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner, arising under and by virtue of his Contract, other than such claims, if any as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.
2. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts of any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. If it was necessary for the Owner to expend money for labor, materials or equipment on this project because the Contractor failed to perform satisfactorily or promptly, and a bill for such sum remains unpaid, the Owner may deduct this sum from partial payments or the final payment. Furthermore, if the specifications provide for certain work to be done by the Owner with the fee or cost to be borne by the Contractor, and a bill for such services remains unpaid, the Owner may deduct this sum from the partial or the final payment.
4. Withholding of any amount due the Owner under the section entitled "LIQUIDATED DAMAGES" shall be deducted from the final payment due the Contractor. At the Owner's option, liquidated damages may be deducted from any partial payment.

c. Withholding Payments

Notwithstanding the above, the Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Sub-contractors by the Section entitled, CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

112. CHANGES IN THE WORK

- a. The Owner may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner, authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
- c. The Contractor agrees to perform any of the aforementioned changed work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.
- d. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.
- e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.
- f. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved in the applicable unit prices specified in the Contract.
- g. If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
  1. If the change in the work involves additional work, the procedure shall be as follows:
    - (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
    - (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost-Plus Basis. A Cost-Plus Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit as stipulated below:

"Net cost of the work" is defined as (1) gross cost of labor plus (2) net cost of materials plus (3) gross cost of equipment.



- (1) "Gross cost of labor" is defined as the cost of labor plus fringe benefits.

"Cost of labor" is defined as the cost of required labor based on the prevailing rates established by the New York State Department of Labor and stated in the Contract Document. No part of any salary for employees above the grade of foreman, and having general supervision of this work, will be included in this item.

"Fringe benefits" are defined as all insurance's, taxes and other benefits for the employee required by law or by union contract. The actual value of such fringe benefits shall be as listed in the New York State Department of Labor for each individual employee used in the work.

- (2) "Net cost of materials" shall be defined as the cost of all materials incorporated in the work, including delivery charges, less any allowable cash discounts, as shown by receipted bills.

- (3) "Gross cost of equipment" is defined as the "net cost of equipment" plus an escalation allowance from date of signing of the contract for increase in established cost of fuel and lubricants in the work area.

"Net cost of equipment" shall be defined as a rental rate, which is reasonable and based on rental rates prevailing in the area where the work is to be done. Such rental rate shall be based on the rates published in the "Rental Rate Blue Book" and shall be agreed upon in writing before the work is begun.

The cost of furnishing small tools and accessories and materials used for construction but not incorporated in the work shall be considered as part of the Contractor's overhead, and shall not be included in the "net cost of the work".

The Contractor must provide a certified copy of payroll on a monthly basis.

An allowance of 20% will be added for overhead and profit to "gross cost of labor" and "Net Cost of Materials" and is hereby stipulated to be in lieu of an actual determination of overhead and profit. The Contractor in submitting his bid agrees that this allowance shall be used, regardless of whether actual overhead and profit is more or less than this amount.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allows for use of such equipment.

2. If the change in the work requires a reduction in the work involved, the procedure shall be as follows:

- (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
- (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit. The Owner may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, he may appeal

the same in accordance with the procedures outlined in the GENERAL CONDITIONS.

- h. Each Change Order shall include in its final form:
  - 1. A detailed description of the change in the work.
  - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
  - 3. Definite statements as to the resulting change in the Contract price and/or time.
  - 4. The statement that the Change Order is subject to the approval of the Owner.
- i. Any error or discrepancy in or between any of the Contract Documents shall be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.
- j. Change Orders shall in general be in writing. If a Contractor claims that a change order was given to him orally, his claim shall be invalid unless such oral change order was given by an authorized Engineer as defined in Section 101.f of this Contract, and further unless such oral change order was confirmed in writing within 24 hours of the giving of the alleged oral change order.
- k. When change orders, or claims involve a subcontractor, no surcharge will be allowed the Contractor for handling, processing, supervision, or coordination.

113. CLAIMS FOR EXTRA COST

- a. All claims between parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.
- b. As soon as practicable after the final submission of all information the Owner shall make a determination of any claim. Said decision of the Owner shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant the Owner shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty-(60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- c. There shall be no added compensation paid for delay to the Contractor unless the Owner causes said delay by a material breach of this Contract, and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND

EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.

- d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- e. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections - "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS.
- f. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

114. NO OPTIONS PAID

It shall be clearly understood that there will be no payment for materials incorporated into the work (other than that shown on the Contract Drawings or specified) unless ordered by the Engineer.

115. TIME AND MATERIALS WORK NOTIFICATION

Should the Contractor perform work in accordance with the General Conditions, "CHANGES IN THE WORK", he shall give a minimum of 24 hours advance written notice prior to his anticipated beginning any work on a Cost-Plus Basis, to the Owner.

116. TERMINATION; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES

- a. Termination of Contract for Convenience: For its own convenience the Owner may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses, including anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Owner, may at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate changes of the Owner against the Contractor:

- 1. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or resale of materials ordered; and
- 2. On Lump Sum projects, a mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed. On unit price contracts,

allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit prices bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

- b. Termination of Contract for Cause: In addition, the Owner may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:
1. Failure to begin the work under the Contract within the time specified.
  2. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
  3. Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
  4. Neglecting or refusing to remove material rejected as defective and unsuitable.
  5. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
  6. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
  7. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
  8. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
  9. Making any assignment for the benefit of creditors.
  10. Violating any covenants contained in the Contract Documents.
  11. Failure to eliminate unsafe conditions within 12 hours.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner, may at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract shall be deducted from monies due or which may become due said Contractor. In case such expense shall exceed the

sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

- c. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war, National Defense, or any other national emergency.
2. To any acts of the Owner caused by an injunction or litigation against said Owner, by a third party.
3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in performance of some other Contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "c".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and the extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Owner by reason of any delay.

- d. Liquidated Damages for Delay. If the work is not completed within the time stipulated in Section - TIME OF COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed agreed, and as liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Owner for the amount thereof. Neither permission given by the Owner for the Contractor to continue the work after the time fixed for completion, nor the inspection and acceptance of such work, shall be deemed a waiver on the part of the Owner of any of his rights under this Contract.

#### 117. ENGINEER'S AUTHORITY

The Engineer will decide all questions, which may arise in the relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition

precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

118. TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy within the Contract Drawings or within the Technical specifications, the matter shall be immediately submitted to the Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

119. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely request of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

120. SHOP DRAWINGS

Shop drawings are required for all manufactured items. In the case of reinforced concrete, details of reinforcing bars and form construction and materials shall be submitted in the same manner as shop drawings.

- a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in three (3) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. THE CONTRACTOR SHALL SIGN AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE ENGINEER. Two (2) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8 1/2" x 11 and the maximum size shall be 24" x 36".
- b. No construction, purchases, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc., to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional

views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

- d. By submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he has checked and coordinated each shop drawing, etc., with the requirements of the work and of the Contract Documents.
- e. If any drawings show variations from the requirements of the Contract because of standard shop practice and or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.
- f. After review, the submittals will be stamped "Approved", "Approved as Noted", "Resubmit" or "Disapproved". Two (2) prints of "Approved" or "Approved as Noted" drawings will be returned to the Contractor for his use and distribution to his suppliers and/or Subcontractors. In the case of those stamped "Resubmit" or "Disapproved" two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit (3) prints.
- g. In any submission that is noted as "Approved" or "Approved as Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and specifications.
- h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., three (3) copies shall be resubmitted for review. This re-submittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.
- i. The contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.
- j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Owner with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.
- k. There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the general cost of the work.

121. SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

- a. **Samples.** Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices, which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Owner, unless otherwise specified. All materials being used shall be subject to re-sampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

- b. **Certified Test Report.** A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract drawings and specifications, and shall also include the following information:

1. Item number and description of material;
2. Date of manufacture;
3. Date of testing;
4. Name or organization to whom the material is consigned.
5. Quantity of material represented, such as batch, lot, group, etc.;
6. Means of identifying the consignment, such as label, marking, lot number, etc.;
7. Date and method of shipment;
8. Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

- c. **Materials Certificate.** A materials certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and specifications. The document shall also include the following information:

1. Project to which the material is consigned.
2. Name of Contractor to whom material is supplied.
3. Item number and description of material.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label, marking, lot numbers, etc.
6. Date and method of shipment.



The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

- d. Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the work and that conform to all the requirements of the Contract Drawings and specifications. The following information shall also be required on the document:

1. Project number;
2. Item number and description of material;
3. Quantity represented by the certificate;
4. Name of manufacturer.

The certificate of compliance shall be signed by an authorized responsible agent for the prime Contractor, and shall be notarized.

- e. Tests. Tests as required by the Specifications will be made in accordance with the latest revision to the standard method in effect at the time of bidding of the American Society of Testing Materials, the New York State Dept. of Transportation, the American Water Works Association, the American Association of State Highway and Transportation Officials or any other organization that is recognized as an authority on a particular material unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

The Engineer will reject materials whenever, in his judgment, they fail to meet the requirements of the specifications.

The Owner reserves the right to re-test all materials, which have been tested and accepted at the source of supply. After the same have been delivered, and to reject all materials which, when re-tested, do not meet the requirements of the specifications.

- f. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract Requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and, therefore, waive non-complying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or material from the same sources are found satisfactory.

2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment, within reasonable and practical limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

The Engineer may at his discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are prevalently on test.

- g. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, including those samples taken on the project by the Engineer. The Owner shall pay all other testing costs of said samples.
  2. The Contractor shall assume all costs of re-testing materials, which fail to meet Contract requirements.
  3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

## 122. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.
- c. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See Section - SAMPLES, CERTIFICATES AND TESTS.
- d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- e. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

- f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.
- g. The Owner may stop any worker, any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist. Any action by the Owner under this provision shall not be deemed a cause of delay and no extensions of permitted time will be granted because of such action.
- h. In the event the materials furnished or the work performed deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Owner, constitutes substantial performance, the Owner may accept the same. Should the deviation in question result in a savings to the Contractor the Owner will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor, the Owner will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

#### 123. PERMITS AND CODES

- a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local by-laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Owner and Engineer and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc. and shall immediately report any discrepancy to the Owner. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Owner will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. Unless otherwise specified, the Contractor shall at his own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for the making of water taps and the supplying of any equipment required by the regulations of the water district or company, Electrical Underwriters permits, and any other permits required by the regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable Local/State/Federal laws, ordinances, codes, etc., governing noise, the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

124. CARE OF WORK

- a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

- b. The Contractor shall at his sole expense and without any additional cost to the Owner provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be reviewed by the Owner to determine its validity. If compensation is determined to be valid, then it will be determined by the Owner as provided in the Section -CHANGES IN THE WORK under GENERAL CONDITIONS.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations. If any damage is not repaired or acceptable arrangements for repair are not made within a reasonable period of time, the Owner may act to repair such damage by utilizing its own forces or using another contractor employed for that purpose, and the costs of such repair shall be deducted from any payments due the Contractor. If a damage claim has been referred by the Contractor to his insurance company, such referral shall in no way relieve the Contractor of his responsibilities.
- e. The Contractor shall shore-up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of

the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

125. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest rules and regulations of OSHA, to the extent that such provisions are not in contravention of applicable law. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/Federal regulations. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Owner, AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road, Elmsford, NY 10523 (the Engineer) and their consultants from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have been suffered, by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

126. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all instructions of the Owner, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

127. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final

inspection, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and restore the whole site of the work to a condition satisfactory to the Engineer. The cost of all required clean-up shall be included in the various prices bid under this Contract.

128. LAYOUT OF WORK

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price.

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and safeguarding of all control points and bench marks set by the Engineer and his own forces. Any replacement or re-establishment of control points or benchmarks by the Engineer shall be at the expense of the Contractor.

The required horizontal and vertical control necessary to perform this work is furnished on the Contract Drawings.

129. INSPECTION/ACCEPTANCE OF THE WORK

All materials and workmanship shall be subject to inspection, examination or test by the Owner and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Owner or Engineer shall have the right to reject defective material and workmanship or require its correction. The Owner or Engineer shall have the right to reject materials, which have not been approved prior to incorporation in the work, and the right to reject work that has been performed without inspection. Rejected materials shall be removed and replaced without charge. Rejected workmanship shall be corrected if possible to the Engineer's satisfaction without additional charge. If in the opinion of the Engineer correction is not feasible, or if correction has been attempted but is not satisfactory to the Engineer, the work must be removed and replaced without additional charge. If the Contractor fails to proceed at once with the correction or replacement of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Owner.

Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Owner or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

The assignment of a part-time or full-time inspector to this project will in no way relieve the Contractor of the requirement to comply with all of the specifications.

Where the Contractor has been directed by the Owner or Engineer to leave certain items of work exposed for inspection, and he fails to do so, he will be required to uncover such work, at his own expense.

130. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, The Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the improvements is as represented, he will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Village of Dobbs Ferry having charge of improvements of like character when such improvements are later to be accepted by the Village.

131. INSURANCE

The insurance requirements for this contract are specified in the Insurance Section of this document.

132. WARRANTY OF TITLE

No material, supplies or equipment, incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTEE

Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials and workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final payment.

134. NO ARBITRATION

All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor, not otherwise resolved, arising out of or relating to this agreement or its breach shall be decided in a court of competent jurisdiction. The Owner and the Contractor hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

135. RISK OF LOSS

The Owner assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area not for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

136. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

137. CORRECTIONS

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and specifications, or any disagreement in measurements upon the Contract Drawings must be submitted to the Engineer before construction of the work.

138. SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the Owner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

139. CONNECTING TO EXISTING WORK

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, he shall make the necessary pipe line, roadway and other connections at the several points in order than on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.



140. EXISTING IMPROVEMENTS

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by his operations.

141. ACCESS TO SITE

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires and anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Village of Dobbs Ferry and the Owner and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation.

The Contractor shall be responsible for and reimburse the Owner and others for any and all losses, damage or expense which the Owner and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces provided by the Owner to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc., provided by the Owner.

142. INDEMNITY CLAUSE

The Contractor shall sign and be held to Indemnification Agreement in Section D of this document.

143. DISPUTES

- a. All disputes arising between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute to delay the work under this Contract.
- b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the

Owner fail to render its decision within the aforementioned sixty- (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

- c. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- d. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

144. "OR EQUAL" CLAUSE, UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment other than the pumps and VSD units, is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., the intent is to establish a standard. Any material, article, or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Further the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that the Engineer will approve substitute equipment and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment shall be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense, make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the owner for the engineering service. The Contractor must pay for any laboratory testing required to establish the equality of his proposal.

145. CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES

The Contractor's attention is directed to the State of New York, Department of Labor, Board of Standards and Appeals Industrial Code Rule 753 - "Construction, Excavation and Demolition Operations at or near Underground Facilities" effective April 1, 1975 and any amendments thereto.

The Contractor will be required to comply with all applicable requirements of Industrial Code Rule 53.

Requests for copies by mail should be directed to the State of New York, Department of Labor, Office of Public Information, State Office Building Campus, Albany, New York 12201; or, single copies may be obtained by applying in person at the Department's office in Albany or in New York City at the Department of Labor, Two World Trade Center, New York, New York 10047.

146. REVIEW BY OWNER

The Owner, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this

Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

147. DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

148. PATENTS

The Contractor shall hold and save the Owner and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, which has been recommended by the Contractor, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

149. INFORMATION FROM OWNER

In addition to showing the construction under this Contract, the drawings may show certain information obtained by the Owner regarding conditions and features, which exist at the site of the work, both at and below the surface of the ground. The Owner and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information. The information, which is shown, is only for the convenience of the Contractor, who must verify this information to his own satisfaction.

150. EXISTING UTILITIES, STRUCTURES AND FIXTURES

The Contractor will be required, at no additional expense to the Owner, to do everything necessary to support, protect and sustain all sewer, water, gas mains or service pipes; electric light, power poles, telephone or telegraph poles, manholes, valve boxes, concrete gutters, guide rails conduits and any and all utilities, structures or fixtures laid across or along the site of the work. In case any of the said utilities, structures or fixtures are damaged by the Contractor, they shall be repaired by the Contractor at his own expense, or by the authorities having control of the same and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.

If the Contractor desires temporary changes of location for his convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, he shall satisfy the Engineer and Owner that the proposed relocation does not interfere with his or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make his own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

151. HOURS OF WORK

No work shall be done on the job before 8:00 a.m. nor after 5:00 p.m. unless the Owner is notified, nor shall any work be done on Saturdays, Sundays, or legal holidays unless Contractor shall have given Owner written request at least forty-eight (48) hours in advance. Owner will make no additional payment for overtime work under any circumstances unless the Engineer has given a prior written order. The Contractor shall comply with the any municipal Noise Ordinance.

152. EMERGENCY WORK

If in the opinion of the Owner the work is carried on in such fashion that the public safety, private property, or utilities are endangered, or that the work is carried on in such a manner as to create unnecessary inconvenience to the public, the Owner shall, immediately upon giving notice, be authorized to undertake such corrective measures as he may deem to be necessary. The cost of such work shall be deducted from payments due the Contractor under this contract.

153. PROTECTION

The Contractor shall protect and maintain all property, structures and utilities, public or private and shall provide whatever means are required to do so, as part of this contract

154. PAYMENT FOR GENERAL CONDITIONS

The cost of the performance of any work required by these General Conditions shall be considered to be a part of the Contractor's Base Bid if the contract is a Lump Sum Contract, and spread out among all the unit prices if the contract is a Unit Price Contract. There will be no additional payment for work required by these General Conditions.

155. DAMAGE TO PRIVATE PROPERTY

If the Contractor damages private property or facilities outside the designated work area (which work area is to be restored under the restoration provisions of the contract), he shall restore the private property or facilities promptly and completely in the same manner as specified under the restoration provisions of these specifications. If he does not do so within a reasonable period of time, as determined by the Owner, the Owner may retain or deduct from any sum or sums due to the Contractor such amount or amounts as are necessary to correct the condition and employ its own forces or another contractor to do the corrective work. The fact that the Contractor has referred damage claim to his insurance carrier shall not relieve him of liability for prompt and full restoration of damage. For purposes of this section of the contract, the Owner will treat what are essentially private facilities within a public right-of-way (including but not limited to mailboxes, shrubs, flowers and other plantings, walls, light poles, etc.) in the same manner as described above for private property.

156. RESTORATION

All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

In cases where it is impossible to replace an item with an equivalent item the Contractor may, subject to the approval of the Engineer, substitute other similar items whose total value shall equal that of the destroyed one.

If the contract documents contain more detailed or more stringent specifications for restoration than in this section, the more detailed or stringent specifications shall take precedence over this section. If the contract documents do not contain detailed specifications for restoration, then this section expresses the intent of the Owner; all published specifications of the Owner containing details of construction applicable to items of restoration (e.g. grass, pavement, etc.) shall be deemed included in these contract documents as if set forth in full, if not actually printed herein.

If the contract documents contain a specific payment clause for restoration, then that clause shall apply; otherwise, payment for restoration shall be as described in Section 165.

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**SECTION I**

**INSURANCE**

## **INSURANCE**

1. The Contractor, prior to signing of the contract, shall provide to the **Village of Dobbs Ferry** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
  - b. Public Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
    - (1) Premises - Operations;
    - (2) Any deductibles shall not be the liability of the **Village of Dobbs Ferry, New York**.
  - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - (1) Owned automobiles;
    - (2) Hired automobiles;
    - (3) Non-owned automobiles.
  - d. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that the **Village of Dobbs Ferry** is not responsible for the premium.
  - e. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Village of Dobbs Ferry**.
  - f. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.

2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least an A Best rating.
3. All policies and certificates of the Contractor shall contain clauses as follows:
  - a. The insurance companies issuing the policy or policies shall have no recourse against the **Village of Dobbs Ferry, New York** for payment of any premium or for assessments under any form of policy.
  - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
  - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Village of Dobbs Ferry, New York**, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the **Village of Dobbs Ferry**.
5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
6. Other coverages may be required by the **Village of Dobbs Ferry** based on specific need.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Dobbs Ferry**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Village of Dobbs Ferry** the Contractor shall promptly obtain a new policy, submit same to the **Village of Dobbs Ferry**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Village of Dobbs Ferry**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
9. The Insurance Policy shall be endorsed to name the **Village of Dobbs Ferry, AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road, Elmsford, NY 10523**, and any directors, officers, employees, subsidiaries, and affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by



the **Village of Dobbs Ferry and AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road, Elmsford, NY 10523**, shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.

10. Copies of the insurance policies shall be submitted to the **Village of Dobbs Ferry attorney and AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road, Elmsford, NY 10523**, for approval prior to the signing of the Contract.

**SECTION J**

**SPECIAL CONDITIONS**

## **SPECIAL CONDITIONS**

### **SCOPE:**

Under the contract for which these specifications are intended, the Contractor shall resurface the specified sections of:

- Beacon Hill Drive (entire road)
- Ridge road (entire road)
- Castle Hill Close (entire road)
- Hilldale Road (from Briary Road to dead end)
- Round Hill Road (from Beacon Hill Drive to 1 Ridge Road)

Resurfacing shall include milling of all roadway surfaces to a minimum depth of 1-1/2", adjusting manhole covers and catch basins, adjustment of valve boxes as needed, placement of a hot mix truing and leveling course as directed, placement of 1-1/2" hot mix bituminous top course, epoxy pavement striping, clean and restore the site, all in accordance with the Contract Specifications.

The Contractor shall be responsible for coordinating the adjustment of the gas and water valve boxes with Con Edison and the Dobbs Ferry DPW. The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

Any work that is necessary to complete the project, but is not included as a specific item, will be considered as incidental work and no direct payment will be made.

Items of work which are considered incidental include, but are not limited to stakeout and surveying, clean-up, obtaining and complying with permits and codes, coordination with other contractors, governmental agencies and utility companies. Payment for these and other incidental work items will be included in the Contractor's bid price.

### **TIME OF COMPLETION:**

The Contractor shall provide the required bonds, insurance and other documents as may be required to complete this agreement and sign the Contract within ten (10) business days of notice of award. Work shall commence within ten (10) days after the signing of the contract, and shall be conducted in such a manner as to be completely finished on or before the expiration of forty five (45) consecutive calendar days. In the event that any portion of the contract is stopped by the Engineer due to inclement weather, or any other good and sufficient reason, the contractor will be granted an extension of time equal to the number of working days thereby.

**PROJECT SCHEDULE:**

Within 7 days after receiving the Notice of Award, the Contractor shall submit to the Owner a reasonable project schedule. The project schedule shall include the time to obtain all materials necessary to perform the project and identify a schedule date for the commencement of equipment installation and shall consist of a detailed bar graph with time frames specified for each phase of the construction, including locations.

**SUBMISSION OF PAYMENT REQUISITION**

The Contractors shall submit AIA Form G702 and necessary attachments as well as payment submission forms located in Section E of this contract with Payment Requisitions.

**COORDINATION OF WORK**

It shall be the responsibility of each Contractor to coordinate his work under this Contract with any work being done by others in the vicinity, as well as with the private utilities and the Village of Dobbs Ferry in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

**LIQUIDATED DAMAGES:**

The Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of \$900.00 (Nine Hundred Dollars) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

**NO SUBSTITUTIONS:**

The Contractor shall bid the project as specified within this document. The Contractor shall not substitute materials, equipment or procedures from those identified in the specification document.

**CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES:**

The Contractor will be required to check all dimensions and quantities shown on the schedules given to him by the Owner, and shall notify the Owner of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications and schedules. The Owner will furnish all instructions should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

### **EXCAVATION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES:**

The Contractor's attention is directed to the State of New York, Department of Labor, Board of Standards and Appeals Industrial Code Rule 753 - "Construction, Excavation and Demolition Operations at or near Underground Facilities" effective April 1, 1975 and any amendments thereto.

### **CLEANING FINISHED WORK:**

After the work is completed, all above grade and below grade structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and left in first class condition ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Owner.

### **LAYOUT OF WORK:**

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the contract Drawings and all costs in connection therewith shall be included in the contract price.

### **WORK BY OTHERS:**

It shall be the responsibility of the Contractor to coordinate his work under this Contract with any work being done by others in the vicinity, as well as with the private utilities and the Dobbs Ferry DPW, in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

### **INTENT OF TECHNICAL SPECIFICATIONS:**

The Technical Specifications included in this Contract indicate the general requirements for the type and quality of material to be furnished and installed, and work to be performed. The Contractor shall apply the general standards to the specific installations shown on the Contract Drawings. The Contractor shall adhere to the standards indicated in the Technical Specifications, and as ordered by the Engineer.

### **OSHA REQUIREMENTS:**

The Contractor shall comply with the latest OSHA confined space entry requirements (29 CFR Part 1910).

The Contractor shall comply with the latest revised OSHA sheeting requirements (29 CFR Part 1926.650, 651, 652).

## **SHOP DRAWING SUBMITTALS**

All shop drawings submitted to the engineer shall be accompanied by the submittal form included in Section E of this document completely filled out and signed by the Contractor. The contractor shall note, in writing, if there are any deviations from the Contract drawings and specifications.

## **MAINTENANCE OF FLOWS:**

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing his flow control system and there shall be no separate payment for the required work. The contractor shall bear full responsibility and liability for any and all damages that are the result of any flooding and damages caused by contractor's failure to maintain the existing flows. The contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows. The cost for providing by-pass pumping shall be deemed included in the bid price for this contract. No separate payment will be made for this work.

In the event the contractor uses water from natural water sources for his operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

## **EMERGENCY TELEPHONE LIST**

The Contractor shall provide to the Owner three-(3) telephone numbers which grant 24 hour, 7 day a week contact with a principal within the Contractor's company. The telephone numbers shall be utilized by the Owner in the event of an emergency situation arising during non-working hours.

## **PROTECTION OF EXISTING STRUCTURES AND FOUNDATIONS**

During construction the Contractor shall be responsible to protect the existing utility poles, buildings, structures, walls, and foundations from damage and or collapse. All costs for this shall be deemed included in all items being bid, there shall not be any separate payment. The Contractor shall be responsible for supporting utility poles in compliance with Consolidated Edison and/or other utility companies requirements. The Contractor shall be responsible for any and all damages due to service interruptions.

**SECTION K**

**TECHNICAL SPECIFICATIONS**

## ITEM 1M - MISCELLANEOUS ADDITIONAL WORK

### 1M.1. WORK INCLUDED:

- A. Under this item, the contractor shall furnish all labor, material and equipment required to accomplish miscellaneous additional work, necessitated by having encountered, during the course, field conditions of a nature not determinable during design, or for which no unit prices are applicable.

### 1M.2. MEASUREMENT

- A. Only that miscellaneous additional work shall be performed by the contractor and will be paid as has been authorized by the Engineer in writing, prior to its commencement.
- B. General Conditions, section 112 entitled "CHANGES IN THE WORK" will still apply regarding that the work under the contract may be increased or decreased.

### 1M.3. PAYMENT:

- A. The total amount paid to the contractor will be determined in accordance with the provisions of Section 112 of the General Conditions, entitled "CHANGES IN THE WORK", and such payment will include only that overhead and profit that is applicable to the work performed under this item.
- B. The Contractor shall include in his Total Bid price the unit price provided in the bid sheet opposite this item. This amount is given for the purpose of canvas, and any bid other than the specified amount will be considered informal.

\* \* \*



## ITEM 1S - STORAGE OF MATERIAL

### 1S.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to store and protect materials in accordance with manufacturer's recommendations and requirements of Specifications.

### 1S.2. METHOD:

- A. The Contractor shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants and occupants. Arrange storage in a manner to provide easy access for inspection.
- B. Areas available on the construction site for storage of material and equipment shall be approved by the Engineer and Owner.
- C. Lawn, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or other person in possession or control of such premises.
- D. The Contractor shall be fully responsible for loss or damage to stored materials and equipment.
- E. Uncovered Storage
  - 1. The following types of materials may be stored out-of-doors without cover:
    - (a) Precast Concrete items.
    - (b) Castings
  - 2. Store the above materials on wood blocking so there is no contact with the ground.
  - 3. Stored items shall be secured so as not to roll or move unless removal is by Contractor.
- F. Restroom facility:
  - 1. Provide and properly maintain so as not to cause a health hazard temporary toilet facilities such as are approved by the Westchester County Department

of Health and the Engineer. Such facilities shall be located in the storage area or other site readily accessible to the work area but secured to prevent damage or vandalism. Units shall be locked during non work hours and shall be periodically maintained to avoid offensive odors.

- G. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
  - 1. State of storage facilities is adequate to provide required conditions.
  - 2. Required environmental conditions are maintained on continuing basis.
  - 3. Products exposed to elements are not adversely affected.
- H. Upon completion of work, all storage areas shall be restored in accordance with Item 127 - Restoration and to the satisfaction of the property Owner, Village and/or Engineer.

1S.3. PAYMENT:

- A. Payment for this work will be deemed included in all other items being bid and shall include the cost of furnishing all labor, materials and equipment necessary to erect, maintain and dismantle the required equipment.

\* \* \*

## ITEM 13VA - ADJUSTING VALVE BOXES

### 13VA.1. WORK INCLUDED:

- A. Under this item, valve boxes shall be adjusted to finished grade of new pavement.

### 13VA.2. MATERIALS AND METHOD:

- A. The Contractor shall determine the elevation of finished pavement grade and shall set the rim of the valve box  $\frac{1}{4}$  inch below said finished grade. The pavement and any subgrade material shall be carefully and neatly excavated around the valve box to an elevation sufficient so that the box can be rotated or slid to the new elevation. The pavement shall be cut by means of a pneumatic drill with spade-shaped bit or other means to provide a neat, even edge.
- B. After the box has been set to grade, the excavated space shall be filled with a sandy or gravelly material free of clay, organic material or large stones and topped with 6 inches of asphalt binder course material so as to be flush with the adjoining existing pavement. This material shall be thoroughly tamped to a density equal to that of the adjoining material. Before placing the asphalt material, the casting shall be primed with a liquid asphalt so as to provide a tack coat. If the box is of the sliding type, the engineer may require a concrete collar to be placed to keep the top portion of the box from sliding down under load.
- C. The Contractor shall be responsible for acquiring, maintaining and installing all valve boxes for height adjustments regardless of the utility company to which the valve boxes belong.

### 13VA.3. MEASUREMENT AND PAYMENT:

- A. Payment shall be for each Valve Box adjusted to grade, and shall include all labor, materials and equipment for the excavation, resetting of the valve box, backfill with gravel and paving material and any other construction described above. The insertion of metal rings or adapters, such as Rite-Height, Adjusto-Grade, or similar, will not be accepted as a substitution for the above.

\* \* \*

## ITEM 23 - ASPHALT SWALE

### 23.1 WORK:

Under this item the Contractor shall furnish all labor, materials and equipment necessary to place an asphaltic concrete swale on top of the crushed stone base in accordance with the plans and specifications. The thickness of the asphalt course and stone base will be as specified in the plans.

### 23.2 MATERIALS:

The binder course material used shall be Binder Course Type 3 as specified in Table 401-1, "Composition of Bituminous Plant Mixtures", of the State of New York Department of Transportation Specifications, latest revision. The asphalt and material used shall be Top as specified in Table 401-1, crushed stone shall be size 2 as specified in table 703-4, "Composition of Bituminous Plant Mixtures" of the State of New York Department of Transportation Specifications, latest revision.

### 23.3 INSTALLATION:

- A. The laying of the asphalt swale shall not be allowed if the temperature is below forty (40) degrees Fahrenheit in the shade, or if there is any indication of possible rain, or if the bottom course is wet except by permission of the Engineer.
- B. When the conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.
- C. Curbs and other structures shall be protected at all times from asphaltic materials and caution shall be taken to prevent damage to curbs and other structures by rollers and other equipment.
- D. The materials shall be hauled to the site in steel-bodied trucks and covered with tarpaulins to prevent cooling. Any asphalt that is poorly mixed, separated, dirtied or cooled to a point beginning to stiffen shall be rejected and removed from the site.
- E. The top course shall be placed so that the mixture as spread is free from lumps, of uniform density, and to the desired cross section.
- F. Heated smoothing irons shall be used for finish the pavement along curbs, around manhole heads and elsewhere where necessary.
- G. Traffic shall be kept off the surface until it is completely cooled and until it has set so that it will not be marked by traffic.

#### 23.4 MEASUREMENT AND PAYMENT:

The quantity to be paid for under this item shall be the number of linear feet of asphalt swale measured in place in the completed course.

The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials, including the preparation, the mixing, transportation, placing and rolling, necessary to complete the asphalt swale as shown on the drawings and specified herein.

\* \* \*

## 25AC - ASPHALT CONCRETE CURB

### 25AC.1. WORK INCLUDED

- A. The Contractor shall provide all equipment, material and labor required to remove existing curbing, furnish and install an asphalt concrete curb as shown on the detailed drawings and/or as directed by the Engineer. This item shall also include removal and disposal of any existing curbing. The construction requirements shall meet those of §401-3, Plant Mix Pavement - Construction Requirements of the NYSDOT specifications.

### 25AC.2. INSTALLATION

#### A. Preparation of Mixture.

- 1. The asphalt concrete for curb shall be mixed in a batch type bituminous concrete mixing plant. The additive shall be dry and added to the mix separately. The batch quantity of additive shall be introduced into the pugmill within an accuracy of  $\pm 0.1\%$  of the total batch weight. The additive may be introduced through a mineral filler feed system only if the above delivery tolerance can be maintained. The dry mixing time shall be a minimum of 15 seconds after the complete introduction of aggregates and additive into the pugmill. The wet mix time shall be a minimum of 45 seconds.

#### B. Preparation of Bed

- 1. When curbing is to be constructed on a freshly laid bituminous surface, the curb shall be laid on a clean dry surface. When curbing is to be constructed on a cured or aged Portland Cement concrete base, bituminous pavement or bituminous treated base, the bed shall be thoroughly swept and cleaned by compressed air. The surface shall be thoroughly dried and immediately prior to placing of the bituminous mixtures, shall receive a tack of §702-3001. The rate of application of the tack material shall be between 0.05 to 0.15 gallons per square yard of surface. In the application of this tack, the Contractor shall prevent the spread of this tack to areas outside of the area to be occupied by the curb.

#### C. Placing

- 1. Bituminous curbing shall be constructed to the shape and size shown on the standard sheet by use of a self-propelled automatic curber or curb machine or a paver with curbing attachments. The automatic curber or machine shall meet the following requirements and shall be approved by the Engineer prior to its use.

2. The weight of the machine shall be such that the required compaction is obtained without the machine riding above the bed on which curbing is constructed.
3. The machine shall form curbing that is uniform in texture, shape and density.
4. The Engineer may permit the construction of curbing by means other than the automatic curber or machine, when short sections or sections with short radii are required, or for such other reasons as may seem to him to be warranted. The resulting curbing shall conform in all respects to the curbing produced by the use of the machine.
5. The mixing and placing temperature of the mixture shall be as ordered by the Engineer between the limits of 250 and 325 degrees Fahrenheit.

D. Backfill

1. The area behind the curb shall be backfilled and tamped to the proper grades with topsoil. Rake and grade topsoil to match adjoining area; the Engineer is to approve the grading before fertilizing and seeding. Restoration behind the curb shall be in accordance with Item 127 - Restoration.

25AC.3. MEASUREMENT AND PAYMENT

- A. The curbing will be measured by the linear foot along the top of the new curbing. Payment will be at the unit bid price per linear foot of accepted work and shall include all labor, equipment, materials and costs to remove existing curbing, backfilling, grading and seeding behind new curb and for installing the curbing described herein and on the detailed drawings.

\* \* \*

## ITEM 30 - KEYWAYS

### 30.1. WORK INCLUDED:

- A. Under this item the Contractor shall cut keyways to blend the asphalt overlay to the existing pavement at intersections as shown on the plans and as directed by the Engineer.

### 30.2. METHOD:

- A. The Contractor shall cut a 6-foot wide by 3.5-inch deep keyway along intersections where the new asphalt top course meets the existing pavement, and 3-foot wide by 1.5" deep keyway along all driveways.
- B. Cuts will be made by sawcutting, all asphalt shall be removed from the site.

### 30.3. MEASUREMENT AND PAYMENT:

- A. Measurement and payment for this item shall be on a linear foot basis at the unit price bid and shall include all materials, labor and equipment necessary for the cutting of keyways as shown on the Contract Drawings and as described herein. **No payment will be made for keyways which have not been sawcut.**

\* \* \*



## ITEM 43 – HOT MIX ASPHALT TRUING & LEVELING COURSE

### 43.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to place a tack coat and asphaltic truing and leveling course on top of the existing pavement in accordance with the plans and specifications. The thickness shall be as specified on the plan or elsewhere in these specifications.

### 43.2. MATERIALS:

- A. The tack coat shall be as specified in Section 407 of the State of New York Department of Transportation Specifications, latest revision.
- B. The truing and leveling material used shall be Asphalt Concrete – Truing and Leveling as specified in Section 402 of the State of New York Department of Transportation Specifications, latest revision.

### 43.3. INSTALLATION:

- A. Environmental Requirements:
  - 1. Discontinue paving when surface temperatures fall below requirements listed in NYSDOT Table 402-2.
  - 2. Do not place asphalt concrete on wet surfaces, or if there is any indication of possible rain, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.
- B. Construct asphalt pavement in accordance with NYSDOT, Section 402-3.
- C. Manhole frames and other structures shall be adjusted to finished grade, if necessary, prior to placing of this paving course.
- D. When the conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.
- E. Curbs and other structures shall be protected at all times from asphaltic materials and caution shall be taken to prevent damage to curbs and other structures by rollers and other equipment.
- F. The existing pavement shall be dry, protected from water that might run onto it, and properly installed. It shall be cleaned by hand and mechanical brushing and, if necessary, by flushing with a strong jet of clean water, and permitted to dry thoroughly before the truing and leveling course is laid. The existing pavement shall be primed with approximately 0.3-0.7 gallon per square yard of asphalt emulsion tack coat.

- G. The tack coat shall only be sprayed on the existing pavement with a distributor pipe or a hose nozzle to control the rate of flow. Hand application shall not be permitted except by permission of the Engineer.
- H. To prevent equipment from picking up the tack coat it may be applied sparingly to just the areas requiring priming. Special consideration is to be given to the vertical surfaces of castings, curbs, and gutters.
- I. The materials shall be hauled to the site in steel bodied trucks and covered with tarpaulins to prevent cooling. Any truing and leveling material that is poorly mixed, separated, dirtied or cooled to a point of beginning to stiffen shall be rejected, and removed from the site.
- J. Unless otherwise permitted by the Engineer, the truing and leveling course shall be placed by means of a self-propelled paving machine, which compacts and extrudes the mixture to uniform density and to the desired cross section.
- K. After spreading, the mixture shall be thoroughly and uniformly compressed by a power-driven two wheel tandem roller weighing not less than ten (10) tons, as soon after being spread as it will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Rolling shall be longitudinal, starting at the sides and proceeding toward the center of the pavement, overlapping on successive trips. At intersections and other widened areas the pavement shall be subject to diagonal rolling in two directions.
- L. The speed of the roller shall not exceed three (3) miles per hour and shall at all times be slow enough to void displacement of the mixture. Any displacements occurring as a result of reversing the direction of the roller, or from any other cause, shall at once be corrected by the use of rakes and of fresh mixture where required. Rolling shall proceed continuously until all roller marks are eliminated and until the finished course shall have a density not less than ninety five (95) percent of the laboratory compacted density. If the truing and leveling course is being placed at a rate in exceeds of three hundred (300) square yards per hour, the Contractor shall use an extra roller. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excess of either water or oil will not be permitted.
- M. Heated smoothing irons shall be used to finish the pavement along curbs, around manhole heads, and elsewhere where necessary.
- N. Traffic shall be kept off the surface until it is completely cooled and until it has set so that it will not be marked by traffic.

#### 43.4. MEASUREMENT AND PAYMENT:

- A. The quantity to be paid for under this item shall be the number of tons of truing and leveling course pavement measured in place in the completed course making

no deductions for catch basins and manholes. The cost for furnishing and placing the tack coat is included in the unit price bid for this item.

- B. The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials including the preparation, the mixing, transportation, placing and rolling, necessary to complete the truing and leveling course as shown on the drawings and specified herein.

\* \* \*

## ITEM 51A - BITUMINOUS HOT MIX ASPHALT TOP COURSE

### 51A.1. WORK INCLUDED:

Under this item the Contractor shall furnish all labor, materials and equipment necessary to mechanically sweep clean and condition the existing milled pavement, apply tack coat and place a Hot Mix Asphalt (HMA) on top of the existing pavement course in accordance with the plans and specifications. The thickness of this top course will be as specified in the plans

### 51A.2. MATERIALS:

- A. The top course material used shall be Type 6F3 as specified in Table 403-1, "Composition of Hot Mix Asphalt Mixtures" of the State of New York Department of Transportation Specifications, latest revision. The resultant mixture shall meet the following Marshall Mix Properties:

| <u>Mix Property</u>           | <u>Type 6F3</u> |
|-------------------------------|-----------------|
| Air Voids,                    | 3.0 – 5.0       |
| Voids in Mineral Agg. %, min. | 14              |
| Voids Filled with Binder, %   | 65 – 78         |

- B. Milled pavement surface shall be conditioned as specified in NYSDOT Section 633-3.02, "Cleaning, Sealing and/or Filling Joints and Cracks."
- C. The tack coat shall be as specified in Section 407 of the State of New York Department of Transportation Specifications, latest revision.
- D. The Municipality reserves the right to suspend any mixture design when the mixture demonstrates unacceptable paving quality or exhibits properties that will affect the anticipated pavement performance.

### 51A.3. INSTALLATION:

- A. **All streets must be paved within three (3) days of milling.**
- B. A pre-construction meeting is required to review the provisions the specification and Quality control plan.
- C. Environmental Requirements:
1. Discontinue paving when surface temperatures fall below requirements listed in NYSDOT Table 402-1.
  2. Do not place asphalt concrete on wet surfaces, or if there is any indication of possible rain, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.

- E. Construct asphalt pavement in accordance with NYSDOT, Section 401-3.
- F. The existing pavement shall be clean and dry, protected from water that might run onto it, and properly installed. It shall be cleaned by hand and mechanical brushing and, if necessary, by flushing with a strong jet of clean water, and permitted to dry thoroughly before the top course is laid. Tack Coat application rate shall be as specified in NYSDOT Table 407-1. All tack coats must be applied evenly using a tack coat asphalt emulsion sprayer by truck. Brushed-on tack coats will not be acceptable.
- G. Tack coat should be applied in a thin coat and uniformly cover the entire surface, including all vertical surfaces of joints, curbing, manholes and other structures. No more tack should be applied than can be covered in one day and any tack that was not covered that day should be re-tacked prior to paving.
- H. Paving Hot Mix Asphalt (HMA) over a tack coat should not commence until the emulsion has broken (goes from brown to black in color).
- I. Manhole frames and other structures shall be adjusted to finished grade, if necessary prior to placing of this paving course. Contractor shall set manhole and grate elevations based on Contractor's determined finished grade.
- J. **After milling and prior to paving, all structures including but not limited to manholes, catch basins, drain inlets, and valve boxes shall be protected with a hot mix asphalt transition wedge of the dimensions shown on the plans and details. Where the height difference between the structure and adjacent temporary grade exceeds two (2) inches, the structure shall be cordoned off with barricades and appropriate traffic shifting or detour measures shall be implemented. There shall be no separate payment for this work.**
- K. When the conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.
- L. Curbs and other structures shall be protected at all times from asphaltic materials and caution shall be taken to prevent damage to curbs and other structures by rollers and other equipment.
- M. The materials shall be hauled to the site in steel bodied trucks and covered with tarpaulins to prevent cooling. Any top course that is poorly mixed, separated, dirtied or cooled to a point beginning to stiffen shall be rejected and removed from the site.
- N. **Trucks delivering asphalt may be weighed at the discretion of the Village.**
- O. Unless otherwise permitted by the Engineer, the top course shall be placed by means of a mechanical spreader so operated that the mixture as spread, is free from lumps, of uniform density, and to the desired cross section.

- P. Immediately after the HMA mixture has been spread, struck off and surface irregularities adjusted, thoroughly and uniformly compact it by rolling. Roll the surface with a two-wheel tandem roller weighing not less than ten (10) tons when the mixture is in the proper condition and when rolling does not cause undue displacement, cracking or shoving. Delays in rolling a freshly laid mixture will not be tolerated.
- Q. The drums and pneumatic tires shall be properly moistened with water or oil to prevent their adhesion to the mixture but excess of either water or oil will not be permitted; petroleum products or solvents having an adverse effect on the HMA pavement will also not be permitted.
- R. The speed of the roller shall not exceed three (3) miles per hour and shall at all times be slow enough to avoid displacement of the mixture. Any displacements occurring as a result of reversing the direction of the roller, or from any other cause shall at once be corrected by the use of rakes and of fresh mixture where required. Rolling shall proceed continuously until all roller marks are eliminated and **until the finished course shall have a density not less than ninety-five (95) percent of the laboratory compacted density**. If the top course is being placed at a rate in excess of three hundred (300) square yard per hour, the Contractor shall use an extra roller. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excess of either water or oil will not be permitted.
- S. Rolling shall be longitudinal, starting at the sides and proceeding towards the center of the pavement, overlapping on successive trips. At intersections and other widened areas the pavement shall be subject to diagonal rolling in two directions.
- T. Heated smoothing irons shall be used for finishing the pavement along curbs and around manhole heads as necessary.
- U. Traffic shall be kept off the surface until it is completely cooled and set so that it will not be marked by traffic.
- V. A sixteen (16) foot straight edge and four foot carpenters level shall be made available by the Contractor for testing. The Engineer shall be assured that the profile is true to one-quarter (1/4) inch, or the pavement shall be removed and re-laid. No surface patches are to be allowed.

51A.4. MEASUREMENT & PAYMENT:

- A. The quantity to be paid for under this item shall be per ton of hot asphaltic top course pavement placed. Each delivery vehicle supplying HMA mixture shall be accompanied with a delivery ticket indicating the total quantity in tons being delivered. The quantity on the delivery ticket shall be determined from the

automated delivery vehicle weighing system. A copy of the delivery ticket must be provided to the Engineer or the Engineer's inspector at the time of delivery.

- B. The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials, including the preparation, the Tack Coat, the mixing, transportation, placing, rolling and hand tamping, necessary to complete the HMA top course as shown on the plans and specified herein

\* \* \*

## ITEM 51B - BITUMINOUS HOT MIX SPEED HUMP

### 51B.1. WORK INCLUDED:

Under this item the Contractor shall furnish all labor, materials and equipment necessary to mechanically sweep clean and condition the existing milled pavement, apply tack coat and place a Hot Mix Asphalt (HMA) on top of the existing pavement course in accordance with the plans and specifications. The dimensions should include a height of 3 to 4 inches (76 to 101 mm) and a travel length of 3 to 6 feet ( 0.9 to 1.8 m).

### 51B.2. MATERIALS:

- A. The traffic calming material used shall be Type 6F3 as specified in Table 403-1, "Composition of Hot Mix Asphalt Mixtures" of the State of New York Department of Transportation Specifications, latest revision. The resultant mixture shall meet the following Marshall Mix Properties:

| <u>Mix Property</u>           | <u>Type 6F3</u> |
|-------------------------------|-----------------|
| Air Voids,                    | 3.0 – 5.0       |
| Voids in Mineral Agg. %, min. | 14              |
| Voids Filled with Binder, %   | 65 – 78         |

- B. Milled pavement surface shall be conditioned as specified in NYSDOT Section 633-3.02, "Cleaning, Sealing and/or Filling Joints and Cracks."
- C. The tack coat shall be as specified in Section 407 of the State of New York Department of Transportation Specifications, latest revision.
- D. The Municipality reserves the right to suspend any mixture design when the mixture demonstrates unacceptable paving quality or exhibits properties that will affect the anticipated pavement performance.

### 51B.3. INSTALLATION:

- A. **All streets must be paved within three (3) days of milling.**
- B. A pre-construction meeting is required to review the provisions the specification and Quality control plan.
- C. Environmental Requirements:
1. Discontinue paving when surface temperatures fall below requirements listed in NYSDOT Table 402-1.



2. Do not place asphalt concrete on wet surfaces, or if there is any indication of possible rain, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.
- E. Construct asphalt pavement in accordance with NYSDOT, Section 401-3.
- F. The existing pavement shall be clean and dry, protected from water that might run onto it, and properly installed. It shall be cleaned by hand and mechanical brushing and, if necessary, by flushing with a strong jet of clean water, and permitted to dry thoroughly before the top course is laid. Tack Coat application rate shall be as specified in NYSDOT Table 407-1. All tack coats must be applied evenly using a tack coat asphalt emulsion sprayer by truck. Brushed-on tack coats will not be acceptable.
- G. Tack coat should be applied in a thin coat and uniformly cover the entire surface, including all vertical surfaces of joints, curbing, manholes and other structures. No more tack should be applied than can be covered in one day and any tack that was not covered that day should be re-tacked prior to paving.
- H. Paving Hot Mix Asphalt (HMA) over a tack coat should not commence until the emulsion has broken (goes from brown to black in color).
- I. Manhole frames and other structures shall be adjusted to finished grade, if necessary prior to placing of this paving course. Contractor shall set manhole and grate elevations based on Contractor's determined finished grade.
- J. **After milling and prior to paving, all structures including but not limited to manholes, catch basins, drain inlets, and valve boxes shall be protected with a hot mix asphalt transition wedge of the dimensions shown on the plans and details. Where the height difference between the structure and adjacent temporary grade exceeds two (2) inches, the structure shall be cordoned off with barricades and appropriate traffic shifting or detour measures shall be implemented. There shall be no separate payment for this work.**
- K. When the conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.
- L. Curbs and other structures shall be protected at all times from asphaltic materials and caution shall be taken to prevent damage to curbs and other structures by rollers and other equipment.
- M. The materials shall be hauled to the site in steel bodied trucks and covered with tarpaulins to prevent cooling. Any top course that is poorly mixed, separated, dirtied or cooled to a point beginning to stiffen shall be rejected and removed from the site.
- N. **Trucks delivering asphalt may be weighed at the discretion of the Village.**

- O. Immediately after the HMA mixture has been spread, struck off and surface irregularities adjusted, thoroughly and uniformly compact manually. Compact the surface with manual rollers and tampers when the mixture is in the proper condition and when rolling does not cause undue displacement, cracking or shoving that may deform the hump past specification. Delays in rolling a freshly laid mixture will not be tolerated.
- P. The hand rollers and tampers shall be properly moistened with water or oil to prevent their adhesion to the mixture but excess of either water or oil will not be permitted; petroleum products or solvents having an adverse effect on the HMA pavement will also not be permitted.
- Q. Any displacements occurring as a result of reversing the direction of the roller, or from any other cause shall at once be corrected by the use of rakes and of fresh mixture where required. Rolling shall proceed continuously until all roller marks are eliminated and **until the finished course shall have a density not less than ninety-five (95) percent of the laboratory compacted density**. If the top course is being placed at a rate in excess of three hundred (300) square yard per hour, the Contractor shall use an extra roller. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excess of either water or oil will not be permitted.
- R. Rolling shall be longitudinal, starting at the sides and proceeding towards the center of the pavement, overlapping on successive trips.
- S. Traffic shall be kept off the surface until it is completely cooled and set so that it will not be marked by traffic.
- T. A sixteen (16) foot straight edge and four foot carpenters level shall be made available by the Contractor for testing. The Engineer shall be assured that the profile is true to one-quarter (1/4) inch, or the pavement shall be removed and re-laid. No surface patches are to be allowed.

51B.4. MEASUREMENT & PAYMENT:

- A. The quantity to be paid for under this item shall be per each speed hump placed. The tonnage of HMA mixture used shall not affect the cost, as each speed hump shall be paid under a per count basis.
- B. The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials, including the preparation, the Tack Coat, the mixing, transportation, placing, rolling and hand tamping, necessary to complete the HMA traffic calming feature as shown on the plans and specified herein

\* \* \*

## ITEM 51M - COLD MILLING AND REMOVAL OF BITUMINOUS PAVEMENTS

### 51M.1. WORK:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to mill, shape and remove portions of existing pavement surfaces by a cold milling process, install joint sealer at all seams between any concrete slabs encountered below the asphalt surface within the areas indicated by the Engineer, utilizing equipment and procedures meeting the requirements as described in this specification.
- B. All materials removed during this milling process, including any foreign debris existing within or on the pavement, shall be disposed of by the Contractor.

### 51M.2. EQUIPMENT:

- A. The milling machine shall be especially designed and built for milling pavements or malls. It shall be self-propelled with a built-in conveyor. A separate conveyor loader immediately following the milling machine is also acceptable if the milling machine is not capable of self-loading. The milled material shall be picked up and discharged into a truck for removal.
- B. The machine shall be equipped with automatic grade and cross slope controls with independent sensors, and consist of a cutting drum with carbide tip cutting teeth that will produce a striated milled surface with the striations generally no deeper than three-eighths (3/8) of an inch.
- C. A mechanical vacuum type dust free sweeper, as approved by the Engineer, is to be furnished and used to immediately clean the milled surface of all loose material.
- D. Joint sealer for the concrete slab seams shall be an asphalt cement and polyester fiber compound, extruded by pressure into the joint between the existing concrete slabs.

### 51M.3. METHOD:

- A. The cold milling of the existing asphalt pavement is to be performed as ordered by the Engineer and in conjunction with the maintenance of traffic requirements of this project. The depth of milling shall vary from zero (0) to three and a half (3.5) inches.
- B. The Contractor shall cut keyways to blend the asphalt into the existing pavement at intersections and driveways as shown on the plans and as directed by the Engineer. Cuts shall be made by sawcutting, all asphalt shall be removed from the site.
- C. Areas not accessible to the milling machine such as around and/or adjacent to catch basins, manholes, valve boxes and curbs, may be removed and shaped by handwork or other methods approved by the Engineer. In general, except for the areas adjacent to curbs, this removal is to be performed immediately prior to the placement of the

new asphalt course. The milled material, including that removed by other means, shall be immediately removed from the roadway surface. The material shall become the property of the contractor and he shall be responsible for the removal and proper disposal of the material from the site.

- E. When working adjacent to traffic, extreme care is to be exercised to avoid spillage of milled material onto the traveled way. In the event that such a condition should occur, the contractor shall immediately remove the material and take immediate steps to correct the condition.
- F. No sharply defined drop-offs will be permitted within or between travel lanes carrying traffic which are attributable to milling.
- G. The milling operation shall be performed in such a manner that the milled areas shall be immediately cleaned thoroughly of all loose material, utilizing approved vacuum and mechanical type dust free sweepers, prior to opening to traffic. Any milled material that becomes wet and/or is not picked up by the vacuum sweeper shall be removed by the contractor before milling continues.
- H. If a concrete surface is encountered after the milling of the asphalt top course has been completed then both the transverse and the longitudinal seams between the existing concrete panels must be cleaned by means of air blasting. The sealant must then be extruded by pressure into the seam.**
- I. Cleaning shall again be performed, when directed by the Engineer, prior to the placement of the new asphalt concrete course.
- J. No milling shall be performed that will not provide adequate time for the placement of a new paving course in accordance with the seasonal limitations as indicated in the New York State Standard Specifications for asphalt paving.

51M.4. MEASUREMENT:

- A. The quantity to be paid for will be measured by the number of square yards of pavement surface removed by milling and/or other means in accordance with the plans, specifications, and orders of the Engineer.
- B. No deduction in area will be made for minor unmilled areas due to catch basins, manholes, and valve boxes located in the milled area.

51M.5. PAYMENT:

- A. The unit price bid per square yard shall include the cost of furnishing all labor and equipment necessary to complete the milling, including the removal of pavement by other means, the removal and disposal of milled material, the installation of joint sealer at concrete slab seams, and cleaning the resultant surface after milling and prior to the installation of a new wearing surface by brooming and vacuuming.

- B. Minor areas of heaved, shoved or high cement concrete pavement milled in order to maintain proper profile and cross slope and incidental to the milling of bituminous pavement shall be included in the unit price bid for this item.

\* \* \*

## ITEM 76 - MAINTENANCE AND PROTECTION OF TRAFFIC

### 76.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to protect and maintain safe pedestrian and vehicular traffic during working hours by flagmen and adequate signage during non working hours. Work under this item shall be done in accordance with the Village of Mount Kisco.

### 76.2. METHOD:

- A. The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard.
- B. Procedures to be followed are as outlined herein and as required under Section 619 of the New York State Department of Transportation Specifications, latest edition.
- C. Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the construction. Where directed by the Owner, the Contractor shall provide such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.
- D. In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Engineer, and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour signs posted.
- E. Approved signs in accordance with the New York State Manual of Uniform Traffic Control Devices shall be provided along all highways while work is in progress. Where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and two lanes of traffic shall be maintained at night. Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary, in the opinion of the Engineer or the Municipal Police Department, to direct traffic or to prevent entrance to streets or areas where construction is in progress.
- F. Barricades shall be in accordance with the New York State Manual of Uniform Traffic Devices and shall be lighted as provided therein. On traveled roads, a

lighted warning sign is to be placed two hundred (200) feet before the approach of barricades, or as is necessary for safety along the approach line.

- G. Where trenches have been cut, barricades, red flags, and warning signs, all properly lighted, shall be placed at frequent intervals and maintained until the trenches have been properly backfilled and compacted.
- H. All barricades, lights, flags, and signs shall be maintained intact at all times overnight, over the weekends, holidays or if the project is shut down for any period of time. This maintenance shall be included as part of the bid price for this item.
- I. Where steel plating over excavations is required, the plates shall be secured with sufficient spikes and blended into the existing pavement with either keyways or asphalt pavement. There shall be no exposed edges or corners of plates.
- J. If a NYSDOT or WCDPW permit is required for the work under this contract, the Contractor shall inform himself of all the rules, regulations and restrictions set forth by the applicable permit concerning work within their right-of-way. If any of the Contractor's work is performed contrary to such laws, rules and regulations, he shall bear all resulting costs and fines.

76.3. PAYMENT:

- A. Item 76 -Payment for this work including the Contractor's workers will be paid for by the DAY. A day shall be considered 8 hours and shall include the cost of traffic control, furnishing all labor, materials and equipment necessary to erect, maintain and dismantle the required equipment.

\* \* \*

## ITEM 102MHA - ADJUSTING CATCH BASINS AND MANHOLE COVERS

### 102MHA.1. WORK INCLUDED:

- A. Under this item, catch basin grates and manhole covers and frames shall be adjusted to finished grade of new pavement.

### 102MHA.2. PROCEDURE:

- A. The Contractor shall determine the elevation of finished pavement grade and shall set the rim of the grate or cover 1/4 inch below said finished grade. The pavement and any subgrade material shall be carefully and neatly excavated around the frame to the elevation of the bottom of the frame. The pavement shall be cut by means of a pneumatic drill with a spade-shaped bit or other means to provide a neat, even edge.
- B. The frame shall be lifted out and a ring of mortar, or brick and mortar, shall be placed on the top of the structure and below the casting so as to raise it. The outside of the ring shall extend at least as far as the outer edge of the flange of the casting. The inside of the ring shall not extend any further than the inside wall of the structure block or brick, and shall not obstruct the opening in any way. If the required thickness of the ring to bring the frame to the proper elevation is greater than the thickness of a brick, the ring shall be constructed of bricks with mortar joints and with a leveling course of mortar. If the required ring thickness is less than one brick, the entire ring shall be of mortar. The mortar shall be allowed to harden thoroughly before traffic or rollers are permitted to pass over the frame. Wooden wedges will not be permitted.
- C. After the frame has been set to grade, the excavated space shall be filled with a sandy or gravelly material free of clay, organic material or large stones and topped with 6" of asphalt binder course material so as to be flush with the adjoining existing pavement. This material shall be thoroughly tamped to a density equal to that of the adjoining material. Before placing this material, the casting shall be primed with a liquid asphalt so as to provide a tack coat.

### 102MHA.3. MEASUREMENT AND PAYMENT:

- A. Payment shall be for each structure adjusted to grade and shall include all labor, materials and equipment for the excavation, mortar or brick and mortar ring, resetting of casting, backfill with paving material and any other construction described above. Furnishing and installing a safety bar in each catch basin shall also be included in this item. The insertion of metal rings or adapters such as Rite-Height, Adjusto-Grade or similar will not be accepted as a substitution for the above.

\* \* \*



## ITEM 127 – RESTORATION

### 127.1. WORK INCLUDED:

- A. Under this item the Contractor shall provide all the labor, materials, and equipment necessary to restore the site to its original condition. All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All manmade or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.
- B. Physical features damaged outside the limits of the work, as determined by the Engineer, shall be repaired as described in the "General Conditions."
- C. Restoration of utility lines of private companies or municipalities is covered under the General Conditions and is not included as part of this item.

### 127.2. PROCEDURE:

- A. After the new work in an area has been completed tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features disturbed shall proceed.
- B. These features are of the general types outlined below but not necessarily limited to these specific items, as this specification item covers all required restoration work within general categories:
  - 1. TREES, shrubbery and bushes.
  - 2. GARDENS (Rock gardens, flowers annual, perennials, etc.) with all soils and mulches.
  - 3. GROUND COVERS (Pachysandra, myrtle, phlox, ivy, etc.) with all soils and mulches.
  - 4. LAWNS (Fescues, bluegrasses, perennial ryes, zoysia, etc.) with all topsoils or sod. See paragraph "Grass Areas" below.
  - 5. WALLS and wall footings (stone, masonry, brick, dry bound etc.)
  - 6. GUIDE RAILING & FENCES (Chain link, picket, board, barbed wire, "W" Beam, Box Beam). This shall include such new work as footings, posts, guys or braces as may be required to secure the work.
  - 7. SIDEWALKS, PATHWAYS, PATIOS (Concrete, flagstone, crushed stone, precast slab, brick, gravel, slate, terrazzo, tile).

8. CURBS and curb footings (Concrete, asphalt, granite, stone brick, metal, etc.)
9. DRIVEWAYS (Concrete, slab, gravel, crushed stone and asphalt).
10. PRIVATE UNDERGROUND UTILITIES (Footing drains, roof leader drain, dry wells, private electric cables, sprinkler system, swimming pool appurtenances, septic fields, etc.)
11. FRONT OR REAR YARD MAN-MADE FEATURES (Mail boxes, sign posts, lamp posts, dog houses, bird baths, pigeon coops, storage sheds, fireplaces, barbecue pits, trash burning pits, playing courts, religious crèches, awnings, gates, wells, etc.) can best be handled if they are carefully removed and replaced after the construction. Those disturbed, damaged, or destroyed shall be reset, repaired, or replaced.

C. Equivalent Items

1. All features damaged or destroyed shall be repaired or restored with features equal to or better than the original ones. The Contractor shall make all reasonable attempts to satisfy the owner of the features but the Owner shall be the judge as to the reasonableness of equivalency of repaired and restored features.
2. In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the Contractor may substitute other similar item whose total value shall equal that of the destroyed one. This shall be done to the satisfaction of the owner of the item. In such cases the Contractor shall secure a written release from the homeowner stating that he is accepting a substitute for the destroyed item and that he releases the Contractor and the Owner from further claims for said item. The Superintendent of Public Works shall be the judge of the value of the destroyed and the value of the restored items and the reasonableness of the substitution.

D. Grass Areas

1. Immediately after backfilling, grass areas shall be temporarily restored using fast germinating annual or perennial rye grass seed. The patched area shall be watered as necessary to insure proper germination.
2. All disturbed grass areas shall be permanently replaced during the planting seasons from April 7th to May 15th and from August 25th to October 1st as follows:
  - (a) Harrow the ground.
  - (b) Remove weeds and other undesirable growth.

- (c) Furnish and place a minimum of four (4) inches of screened topsoil obtained from a local nursery.
  - (d) Rake and grade topsoil to match adjoining area; the Engineer is to approve the grading before fertilizing and seeding.
  - (e) Furnish and place 15 lb. of fertilizer containing by percentage of weight: Kentucky Bluegrass 50%, Red Top 5%, Pennlawn Fescues 25%, Creeping Red Fescues 20%, to every 1,000 square feet of area. If this specific mixture is unavailable, the Contractor shall request permission to utilize a specific comparable mixture.
  - (f) The Contractor shall water the newly planted grass until the grass reaches a stand of four (4) inches.
  - (g) The Contractor shall be responsible for restored grass areas until final acceptance by the Owner. He shall regrade, reseed, refertilize, etc., any grass that has failed to maintain a dense stand or any area that has lost its grade due to settlement of the trench. The finished restored area shall be free of weeds and shall have the same density of grass as the adjoining areas.
  - (h) In lawn areas that contain Zoysia grasses the Contractor shall replace the area with the same.
3. In lieu of the above method of placing topsoil and seeding, the Contractor may substitute sodding, at his own option and at no extra cost to the Owner.

E. Protection of Trees

1. The Contractor is advised that the construction has been located to avoid tree clusters and individual mature trees. In constructing the contract work, the Contractor shall coordinate construction activities in the vicinity of street trees with the Owner. The trunks are to be protected with heavy wooden fences. All trees in the vicinity of construction activity are to be secured in a manner acceptable to the Engineer to prevent toppling. The Contractor shall avoid cutting more than one-third (1/3) of a tree root system, as measured by the perimeter of the canopy. The Contractor shall avoid cutting roots greater than one inch in diameter. Under low canopy trees the Contractor shall modify the vertical extension of the construction equipment boom to avoid injury to the low tree branches. Construction equipment movement in the vicinity of trees shall be kept to a minimum to avoid compaction of the soil around the trunks of trees. During backfill operations the Contractor shall avoid excessive tamping of earth around the roots and trunks, and shall apply an approved mulch to the roots during the operation.

F. Maintenance

1. All work done as part of this item shall be maintained for a period of one year after the completion of the project by this contract and secured by the maintenance bond.
2. Trenches that have settled shall be refilled to the proper grade. If this refilling operation disturbs the previous restoration of lawns etc., the lawns, etc., shall again be restored to their original condition under this item and at no additional cost to the Owner.
3. Items replaced replanted or restored shall be protected to insure their proper establishment. This protection may take any form required such as guying, wrapping, covering, barricades, shoring, etc.

G. Regrading Surfaces to Finished Grade

1. In some instances, grading by machines will not be considered as properly or satisfactorily graded to the required finished grades. In these instances, hand grading such as raking rolling, trimming, etc. will be ordered by the Engineer to complete the work satisfactorily.

H. Release

1. The Owner will require the Contractor to obtain a written release from any or all private property owners and/or public agencies as to satisfactory restoration of easement or permit areas, or written acceptance of other considerations or substitutions in lieu of such satisfactory restoration. Final payment may be withheld pending receipt of such releases.

127.3. MEASUREMENT:

- A. No measurement for payment under this item shall be made, as this item includes all work or materials that may be required to restore the site.

127.4. PAYMENT

- A. Payment for this work is deemed included in all items of this contract and no separate payment will be made therefore.

\* \* \*

## ITEM 150 - REFLECTORIZED PAVEMENT MARKINGS

### 150.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to remove or black out the existing street markings if required, surface preparation and install new epoxy reflectorized traffic line markings as shown on the plans and as ordered by the Engineer.

### 150.2. MATERIAL AND INSTALLATION:

- A. The Contractor shall conform to the NYSDOT specifications (latest edition) Items No. 685.01 to 685.04 and 727.03 concerning the materials and installation of the Epoxy Reflectorized Pavement markings. The markings shall be white, yellow and blue, as shown on the drawings.
- B. Pavement striping, Item 150A, 150B and 150E, will be measured in linear feet along the centerline of the pavement stripe and will be based on a 4" wide stripe. Measurement for striping with a width greater than the basic 4", as shown on the plans or directed by the Engineer, will be made by the following method (except for stop bars):

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4''}$$

- C. Stop bars, paid for under Item 150D - White stripes, will be 12" wide.

### 150.3. PAYMENT

- A. Payment for pavement striping shall be as follows:

| <u>Item</u> |                  | <u>Unit</u>              |
|-------------|------------------|--------------------------|
| 150A        | White Stripes    | L.F. per 4" wide stripe  |
| 150B        | 12" White Stripe | L.F. per 12" wide stripe |
| 150C        | Crosswalks       | Each                     |
| 150D        | Yellow Stripes   | L.F. per 4" wide stripe  |
| 150E        | Arrows           | Each                     |

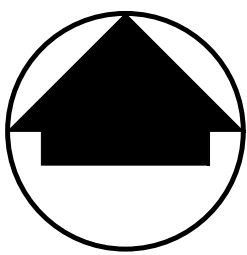
- B. Payment shall also include all costs for removing or blacking out any existing pavement markings and surface preparation in conformance with DOT item No. 635, as directed by the Engineer.

\* \* \*

**SECTION L**

**RESURFACING MAPS AND DETAILS**

BEACON HILL DRIVE (ENTIRE ROAD)  
NTS  
129,580± SF  
3,600± LF



THIS PLAN IS NOT VALID FOR CONSTRUCTION  
WITHOUT ENGINEERS SEAL & SIGNATURE

ANY ALTERATIONS OR REVISIONS OF THESE PLANS, UNLESS  
DONE BY OR UNDER THE DIRECTION OF THE NYS LICENSED  
AND REGISTERED ENGINEER THAT PREPARED THEM, IS A  
VIOLATION OF THE NYS EDUCATION LAW.

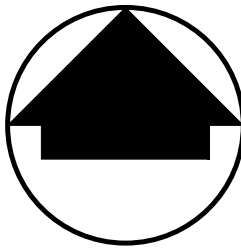
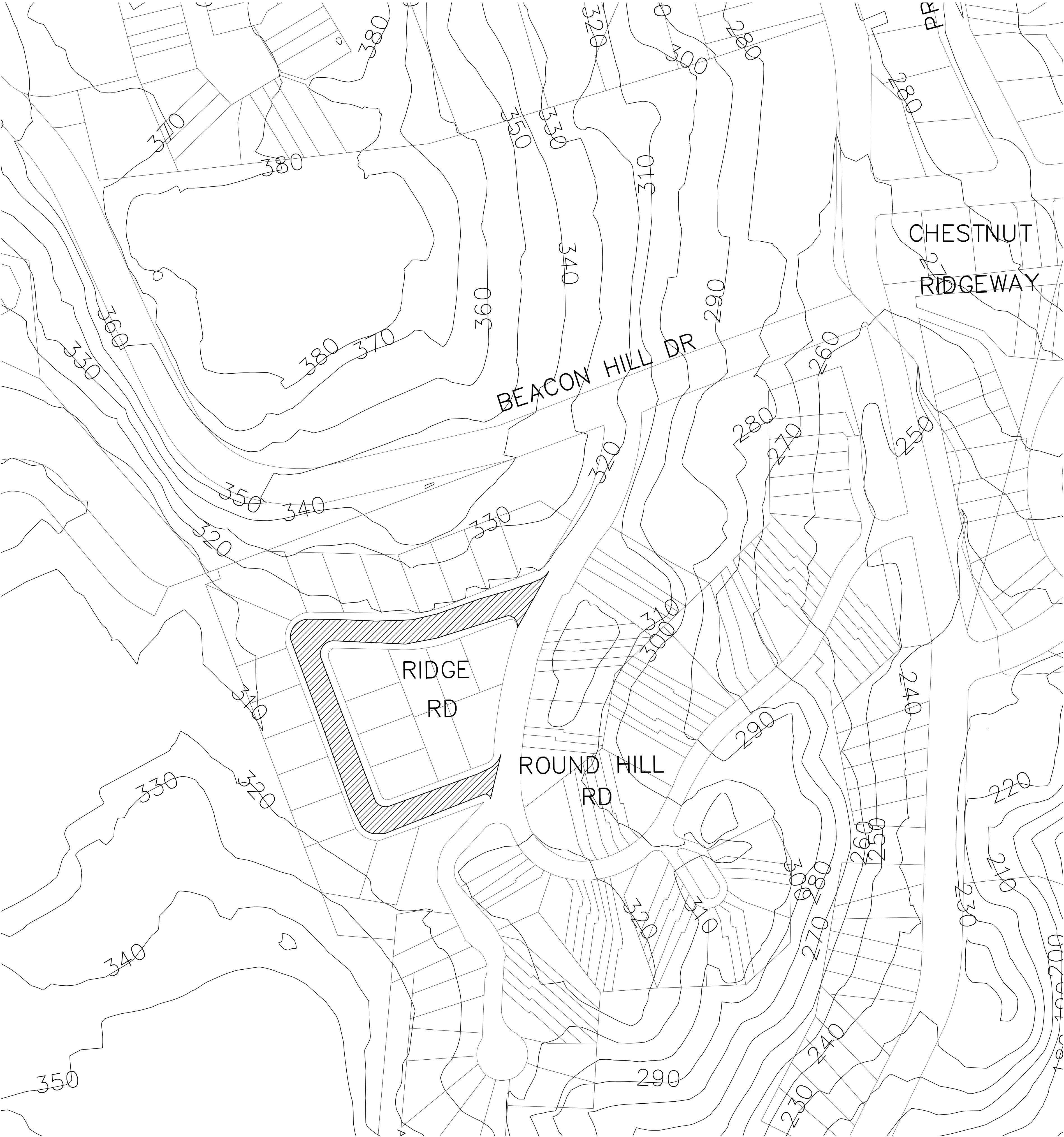
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|      |      |                      |           |                         |   |   |                                  |  |   |                                     |
|------|------|----------------------|-----------|-------------------------|---|---|----------------------------------|--|---|-------------------------------------|
|      |      |                      |           |                         | DESIGNER/DRAFTER: DS                      | <div>ENGINEER:</div> <div><div>AI</div>Engineers, Inc.</div> <div>dolph rotfeld engineering division</div> <div>570 TAXTER ROAD, ELMSFORD, NY 10523</div> <div>(914) 631-8600</div> | <div>SIGNATURE/<br/>BLOCK:</div> | <div>PROJECT TITLE:</div> <div>PAVING 2023</div> | <div>VILLAGE:</div> <div>VILLAGE OF DOBBS FERRY, NEW YORK</div> | <div>PROJECT NO.</div> <div>—</div> |
|      |      |                      |           |                         | CHECKED BY: AO                            |   |                                  |  | <div>DRAWING NO.</div> <div>C-001</div>                         |                                     |
|      |      |                      |           |                         | APPROVED BY: AO                           |   |                                  |  | <div>DRAWING TITLE:</div> <div>SITE PLAN</div>                  | <div>SHEET NO.</div> <div>1</div>   |
| REV. | DATE | REVISION DESCRIPTION | SHEET NO. | PLOTTED DATE: 4/11/2023 | <div>FILENAME: OVERALL TOPO MAP.DWG</div> |   |                                  |  |   |                                     |



RIDGE ROAD (ENTIRE ROAD)

NTS  
32,290± SF  
975± LF



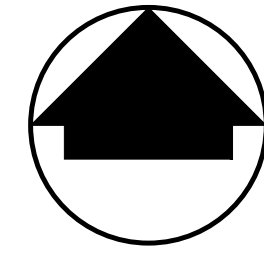
THIS PLAN IS NOT VALID FOR CONSTRUCTION  
WITHOUT ENGINEERS SEAL & SIGNATURE

ANY ALTERATIONS OR REVISIONS OF THESE PLANS, UNLESS  
DONE BY OR UNDER THE DIRECTION OF THE NYS LICENSED  
AND REGISTERED ENGINEER THAT PREPARED THEM, IS A  
VIOLATION OF THE NYS EDUCATION LAW.

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|------|------|----------------------|-----------|--|-------------------------|---|----------------------|-----------------------------------|--|------------------|
|      |      |                      |           |  | DESIGNER/DRAFTER: DS    | ENGINEER:<br><div>AI Engineers, Inc.<br/><br/>dolph rotfeld engineering division<br/>570 TAXTER ROAD, ELMSFORD, NY 10523<br/>(914) 631-8600</div> | SIGNATURE/<br>BLOCK: | PROJECT TITLE:<br><br>PAVING 2023 | VILLAGE:<br>VILLAGE OF DOBBS FERRY, NEW YORK | PROJECT NO.<br>— |
|      |      |                      |           |  | CHECKED BY: AO          |   |                      |                                   | DRAWING NO.<br>C-001                         |                  |
|      |      |                      |           |  | APPROVED BY: AO         |   |                      |                                   | SHEET NO.<br>2                               |                  |
| REV. | DATE | REVISION DESCRIPTION | SHEET NO. |  | PLOTTED DATE: 4/11/2023 | FILENAME: OVERALL TOPO MAP.DWG  |                      |                                   | DRAWING TITLE:<br>SITE PLAN                  |                  |




$225 \pm \text{LF}$ 

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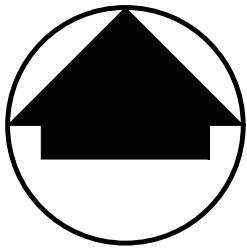
CASTLE HILL CLOSE  
NTS  
8,360± SF

NOTE: REPLACE ALL PAVEMENT STRIPING  
MATCH EXISTING STRIPING

|      |      |                      |           |                         |                      |  |                      |                                   |                                  |             |
|------|------|----------------------|-----------|-------------------------|----------------------|--|----------------------|-----------------------------------|----------------------------------|-------------|
|      |      |                      |           |                         | DESIGNER/DRAFTER: DS | ENGINEER:<br> <b>AI</b> Engineers, Inc.<br><b>dolph retfeld engineering division</b><br>570 TAXTER ROAD, ELMSFORD, NY 10523<br>(914) 631-8600 | SIGNATURE/<br>BLOCK: | PROJECT TITLE:<br><br>PAVING 2023 | VILLAGE:                         | PROJECT NO. |
|      |      |                      |           |                         | CHECKED BY: AO       |  |                      |                                   | VILLAGE OF DOBBS FERRY, NEW YORK | DRAWING NO. |
|      |      |                      |           |                         | APPROVED BY: AO      |  |                      |                                   | DRAWING TITLE:<br>SITE PLAN      | SHEET NO.   |
| REV. | DATE | REVISION DESCRIPTION | SHEET NO. | PLOTTED DATE: 4/11/2023 |                      | FILENAME: OVERALL TOPO MAP.DWG   |                      |                                   |                                  | 3           |

ROUND HILL ROAD (BEACON HILL DR  
TO 1 RIDGE RD)

NTS  
14,000± SF  
400± LF



THIS PLAN IS NOT VALID FOR CONSTRUCTION  
WITHOUT ENGINEERS SEAL & SIGNATURE

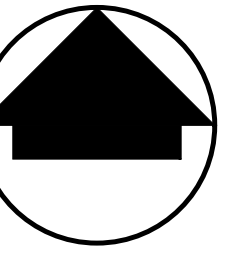
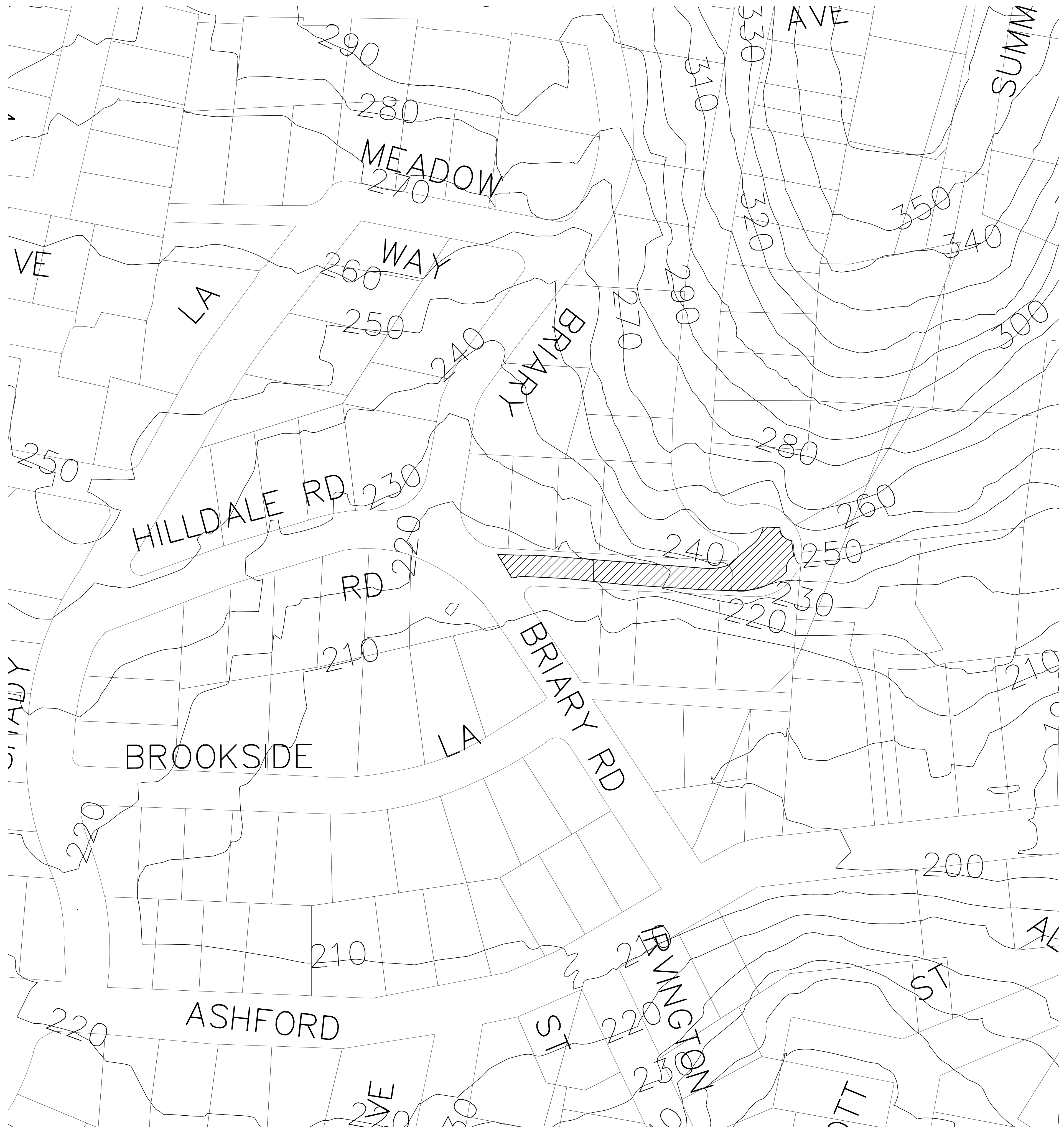
ROUND HILL ROAD  
NTS  
12,000± SF

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|      |      |                      |           |  |                         |   |                      |                                   |  |                  |
|------|------|----------------------|-----------|--|-------------------------|---|----------------------|-----------------------------------|--|------------------|
|      |      |                      |           |  | DESIGNER/DRAFTER: DS    | ENGINEER:<br><div>AI Engineers, Inc.<br/><br/>dolph rotfeld engineering division<br/>570 TAXTER ROAD, ELMSFORD, NY 10523<br/>(914) 631-8600</div> | SIGNATURE/<br>BLOCK: | PROJECT TITLE:<br><br>PAVING 2023 | VILLAGE:<br>VILLAGE OF DOBBS FERRY, NEW YORK | PROJECT NO.<br>— |
|      |      |                      |           |  | CHECKED BY: AO          |   |                      |                                   | DRAWING NO.<br>C-001                         |                  |
|      |      |                      |           |  | APPROVED BY: AO         |   |                      |                                   | SHEET NO.                                    |                  |
| REV. | DATE | REVISION DESCRIPTION | SHEET NO. |  | PLOTTED DATE: 4/11/2023 | FILENAME: OVERALL TOPO MAP.DWG  |                      |                                   | SITE PLAN                                    | 4                |

NTS  
9,150± SF  
350± LF



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|      |      |                      |           |                         |                                |  |                      |   |  |                  |
|------|------|----------------------|-----------|-------------------------|--------------------------------|--|----------------------|---|--|------------------|
|      |      |                      |           |                         | DESIGNER/DRAFTER: DS           | ENGINEER:<br><div style="text-align: center;"><br/><b>dolph rotfeld engineering division</b><br/>570 TAXTER ROAD, ELMSFORD, NY 10523<br/>(914) 631-8600</div> | SIGNATURE/<br>BLOCK: | PROJECT TITLE:<br><br><div style="text-align: center; font-size: 24px;">PAVING 2023</div> | VILLAGE:<br>VILLAGE OF DOBBS FERRY, NEW YORK | PROJECT NO.<br>— |
|      |      |                      |           | CHECKED BY: AO          | DRAWING NO.<br>C-001           |  |                      |   |  |                  |
|      |      |                      |           | APPROVED BY: AO         | DRAWING TITLE:<br>SITE PLAN    |  |                      |   |  |                  |
| REV. | DATE | REVISION DESCRIPTION | SHEET NO. | PLOTTED DATE: 4/11/2023 | FILENAME: OVERALL TOPO MAP.DWG |  |                      |   |  | SHEET NO.<br>5   |