

Downtown WiFi Infrastructure Project

**Village of Hastings
Westchester County, New York**

**Bid Opening:
Friday October 28, 2022
10:00 am
7 Maple Avenue
Hastings-on-Hudson, NY 10706**

NOTICE

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

<u>Page #</u>	<u>Information</u>
Section C-1 - C-3	Bid Proposal
Section C-4 (1 thru 3)	Bid Sheet (Items and Prices)
Section C-5	Bid Proposal Sheet
Section C-6 –C-7	Contractor’s Acknowledgment
Section C-9	Statement of Non-Collusion
Section C-10	Certification of Bidder Regarding Equal Employment Opportunity
Section C-12	Certificate of Authority
Section C-13 - C-14	Statement of Bidder’s Qualifications
Section I.10 - I.12	Bidders’ and Subcontractors’ Certifications
Section I-16 – I-17	Required disclosure of relationships to County
Section I-18	Wage Rate Certification

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

TABLE OF CONTENTS

Section	Page No.
A Notice to Bid.....	A-1
B Instruction to Bidders	B-1-B-3
C Bid	C-1-C-5
Contractor's Acknowledgment.....	C-6 – C-7
Acceptance and Order to Proceed	C-8
Statement of Non-Collusion.....	C-9
EEO Certification	C-10– C-11
Certificate of Authority	C-12
Statement of Bidder's Qualifications	C-13-C-14
D Agreement.....	D-1-D-3
E Not Used	
F Not Used	
G General Release.....	G-1
H Insurance	H-1-H-4
I Compliance Information Westchester Urban County & Participating Municipalities	
Introduction.....	I-1
Affirmative Action and Equal Employment Requirements and Certification.....	I-4-I-15
Required Disclosure to Relationships	1-16-I-17
Federal Labor Standards and Provisions & Davis Bacon Wage Reporting Requirements	I-18-I-24
J General Conditions.....	J-1-J-30
K Special Conditions	K-1-K-9
L Scope of Work.....	L-1-L-5

SECTION A

NOTICE TO BIDDERS

The Village of Hastings on Hudson hereby invites the submission of sealed proposals for:

**DOWNTOWN WiFi INFRASTRUCTURE PROJECT
VILLAGE OF HASTINGS ON HUDSON**

Proposals will be received until 10:00 A.M. on:

Date

Friday, October 28, 2022

By:

Anthony Costantini

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The Scope of Work includes building an outdoor municipal WiFi network, including fiber, access points, and mounting hardware as needed to ensure adequate coverage. This work will include all necessary wiring, conduit, hangars, hardware and software necessary to make the systems fully functional and will be made available beginning on Friday, September 30, 2022 online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> or by sending an email to the Village Clerk at ACostantini@hastingsgov.org.

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: www.bidnetdirect.com/new-york/hastings-on-hudson.

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

Proposals will be opened and read aloud Friday, October 28, 2022 at 10:00 A.M.

Awards will be made at a meeting to be held at a later date.

Clearly label your package:

**DOWNTOWN WiFi INFRASTRUCTURE PROJECT
VILLAGE OF HASTINGS ON HUDSON**

The Village of Hastings-on-Hudson reserves the right to reject any or all proposals.

Interested Proposers may submit questions in writing to villagemanager@hastingsgov.org up to 4:00 PM on Monday, October 17th, 2022. Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> in the appropriate Bid Document file and distributed to all known bidders by 4:00 P.M. on Thursday, October 20, 2022.

A mandatory pre-bid inspection will be held on Thursday, October 13th, 2022 at 10:00 A.M. at Village Hall, 7 Maple Avenue, Hastings on Hudson, NY; meet at the Village Clerk's office.

SECTION B

INSTRUCTIONS TO BIDDERS

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

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

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

Proposals that contain any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. All bids must be submitted in sealed envelopes addressed to the **Village of Hastings on Hudson, 7 Maple Avenue, Hastings on Hudson, NY** and be clearly identified with: (1) Project Name, (2) Name of Bidder and Bidder's address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Electronic Bids will not be accepted.

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

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

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

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

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

5. ADDENDA AND INTERPRETATION: Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Village Manager, Mary Beth Murphy, villagemanager@hastingsgov.org up to 4:00 PM on Monday, October 17th, 2022. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be made available to all prospective Bidders at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notice> as well as www.bidnetdirect.com/new-york/hastings-on-hudson in the appropriate Bid Document file and distributed to all known bidders by 4:00 P.M. on Thursday, October 20, 2022.. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall be come part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."

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

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

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

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

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

12. VILLAGE: The Village of Hastings on Hudson, Westchester County, New York

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

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

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

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

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

SECTION C

BID PROPOSAL

**VILLAGE OF HASTINGS ON HUDSON DOWNTOWN WIFI INFRASTRUCTURE PROJECT
VILLAGE OF HASTINGS ON HUDSON
WESTCHESTER COUNTY, N.Y**

To: **Village of Hastings on Hudson
7 Maple Avenue
Hastings on Hudson, NY
10706**

Bid Submitted by:

(Name)

(Address)

(Telephone No.)

(Federal I.D. Number)

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

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

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

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

(Legal Name of Bidder, Partner or Corporate Officer)

By:

Date:

(Authorized Signature)

Corporate Seal (if incorporated)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
(If applicable)

Signature

Signature

Signature

Village of Hastings on Hudson Downtown WiFi Infrastructure Project

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
1	NEC	L.S.	Outdoor Municipal WiFi Network (Primary Area) & All Fiber Runs	L.S.		\$ _____	_____

Gross Sum of Base Bid Written in Words:

_____ Dollars and _____ Cents

BID PROPOSAL FORM

CONTRACTOR: _____

ADDRESS: _____

BY: _____

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

The estimated quantities are not guaranteed, and are only for Bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein. All quantities must be verified by each bidder and revised as required for the bid proposal submittal.

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

ALTERNATES

This contract consists of the Base Bid and one (1) Add Alternate as defined in the Drawings. It is the goal of the Village to award the Base Bid and the alternate if the low bid for all items are within the amount budgeted for this project. If the Base Bid and Alternate exceed the amount budgeted for this project, the contract will be awarded to the bidder for the Base Bid only.

Add Alternate A consists of expanding the area to a secondary coverage area; see Section L for the area map.

CONTRACTOR'S ACKNOWLEDGMENT

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

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

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

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

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

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation/Sole Officer)

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

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

(Title)
of _____ the corporation described in and which
(Name of Corporation)

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

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

Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

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

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

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

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

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

Notary Public

(Not Required with Bid)
ACCEPTANCE and ORDER TO PROCEED

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

(Name of

Contractor)

in the Total Bid amount of

(Total Bid Amount with any Accepted Alternates

over the Term of the Contract)

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

Date: _____, 20__

Owner

By: _____

Name: _____

Office: _____

Attest:

ORDER TO PROCEED

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

Date: _____, 20__

Owner

By: _____

Name: _____

Office: _____

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

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

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

Dated __, 20_____

Legal Name of Person,
Firm or Corporation

(Seal of Corporation)

Business Address of Person, Firm or
Corporation

By _____
Signature

Title

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

BIDDER NAME: _____

ADDRESS AND ZIP CODE: _____

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

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

(Name and Title of Signer)

Signature

Date

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

NAME OF PRIME CONTRACTOR

PROJECT NO.

INSTRUCTIONS

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

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

SUBCONTRACTORS CERTIFICATION

SUBCONTRACTOR NAME:

ADDRESS AND ZIP CODE:

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

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

(Name and Title of Signer)

Signature

Date

CERTIFICATE OF AUTHORITY

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

certify that I am _____ of the
(Title)

(Name of Contractor)

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

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

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

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

(Title of such person)

Behalf of said Contractor by authority of its Board of Directors, thereunto duly organized,

and that such authority is in full force and effect at the date hereof.

(Signature)
(SEAL)

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

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

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

Notary Public

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this Contract.
12. List your experience in work similar to this project, a minimum of three (3) current or former client references where your company has completed projects of this scope.
13. List how many full-time/part-time employees are currently employed by your company.

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

15. Credit available: \$ _____

16. Give Bank Reference: _____

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

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

Dated: This _____ day of _____, 20____.

_____)
(Name of Bidder)

By _____

Title _____

State of _____)

)ss.

Municipality of _____)

_____ being duly sworn deposes

and says that he is _____ of

_____)
(Name of Organization)

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

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

_____)
(Notary Public)

My commission expires _____, 20____

SECTION D
AGREEMENT
DOWNTOWN WIFI INFRASTRUCTURE PROJECT
VILLAGE OF HASTINGS ON HUDSON

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

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

State of _____)

(an individual)

(hereinafter called the "Contractor") and

VILLAGE OF HASTINGS ON HUDSON

(hereinafter called the "Owner").

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

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

.

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

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

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

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

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

ATTEST:

(Contractor)

BY _____

Title _____

Address: _____

Telephone No. _____

Facsimile No. _____

E-mail Address: _____

(Owner)

BY _____

Title _____

Address: _____

Telephone No. _____

Facsimile No. _____

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

SECTION G

GENERAL RELEASE

(TO BE SUBMITTED WITH REQUISITION FOR FINAL PAYMENT)

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

(Contractor)

for and in consideration of the sum of _____

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

(Owner)

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

(Owner)

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

(Owner)

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

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

ATTEST:

PRINCIPAL:

SECTION H

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. All policies of insurance shall be acceptable to and approved by the Owner's Corporation Counsel prior to the inception of any work.

11. Other coverages may be required by the Owner or Others based on specific needs.

12. If, at any time, any of the said policies shall be or become unsatisfactory to the Owner or Others, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Owner or Others, the Contractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner or Others, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Owner or Others.

13. In the event that claims, for which the Owner and Others may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Owner or Others.

14. The Contractor shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The Contractor's notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the Owner and Others as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the Contractor, the number of the Contract, the date of the occurrence, the location (including street address) of the occurrence, and the identity of the persons or things injured, damaged or lost.

15. At the time notice is provided to the insurance carrier(s), the Contractor shall provide copies of such notice to the Contract Administrator and the President of the Owner at the address listed on the front of the bid document.

16. If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the Owner and Others for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Owner and Others.

17. To the fullest extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold the Owner and Others, and their respective directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance by the Contractor and any and all Subcontractors hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-

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

**SECTION I
TABLE OF CONTENTS**

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

Introduction	Page I.1
Affirmative Action and Equal Employment Requirements and Certification	Page I.2-I.15
Required disclosure of relationships to Municipality	Page I.16-I.17
Federal Labor Standards and Provisions And Davis Bacon Wage Reporting Requirements	Page I.18-I.24

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

INTRODUCTION

COMPLIANCE INFORMATION WESTCHESTER URBAN COUNTY AND PARTICIPATING MUNICIPALITIES

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

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

- Equal Employment Opportunity and Affirmative Action (Pages I.2 to I.15)
- Minority and Women-Owned Business Enterprise Goals (Page I.6)
- Davis Bacon Labor Reporting Requirements (Pages I.19-I.24)

Bidders must sign pages I-10, I-11, I-12, I-17, I-18 in order for their bids to be considered valid.

For more information regarding these materials, telephone:

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

**EQUAL EMPLOYMENT OPPORTUNITY AND
AFFIRMATIVE ACTION**

CERTIFICATION BY BIDDER

NOTE:

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

AFFIRMATIVE ACTION PLAN

FOR

**WESTCHESTER COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT PROJECTS**

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Goals of Minority Employee Utilization Expressed in Percentage Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part III: Certifications.

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

BIDDERS' CERTIFICATION

_____ (*Bidder*) certifies that:

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

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

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

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

_____, and

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

(Date)

(Signature of Authorized Representative of Bidder)

Typed/Printed Signature

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

SUBCONTRACTORS' CERTIFICATION

_____ (*Subcontractor*) certifies that:

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

subcontract: _____

_____;

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

_____, and/or

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

_____, and

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

(Date)

(Signature of Authorized Representative of Bidder)

Typed/Printed Signature

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

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

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

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

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

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

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

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

contractor” within the meaning of the Federal procurement regulations.

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

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

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

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

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

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO MUNICIPALITY
(include with bid)**

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

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

A.) Related Employees:

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

Yes _____ No _____

If yes, please provide
details: _____

B.) Related Owners:

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

Yes _____ No _____

If yes, please provide
details: _____

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

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

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

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

Yes _____ No _____

If yes, please provide details: _____

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

Name:

Title:

Date:

WAGE RATE CERTIFICATION

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

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

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

Company Name: _____

Federal ID #: _____

Address: _____

Signature of Authorized Representative: _____

Printed Name/Title of Authorized Representative: _____

HUD-4010 U.S. Department of Housing and Urban Development Federal Labor Standards Provisions
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i)** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

- (B)** If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

- (C)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

STATE PREVAILING WAGE INFORMATION and DAVIS BACON WAGE INFORMATION

STATE PREVAILING WAGE RATE INFORMATION

**PRC 2022011000 WESTCHESTER COUNTY
Downtown WiFi Infrastructure Project
Hastings on Hudson, NY 10706**

This schedule is effective from July 1, 2022 through June 30, 2023. All updates, corrections and future copies of the annual determination are available on the Department's website (www.labor.state.ny.us).

The rates are based on the latest information available to the Departments of Labor, Bureau of Public work. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project, which is the White Plains Office, 120 Bloomingdale Road White Plains, NY 10605, Tel. (914) 997-9507 FAX (914) 997-9523.

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

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

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

DAVIS BACON PREVAILING WAGE RATE INFORMATION

The Wage Rate Determination number is NY20210017. The relevant decision number is Modification #8, 08/05/2022; the wage schedule is attached here and available at www.SAM.gov.

For the purposes of this work, the most relevant titles are listed below:

Work Classification			
Davis Bacon*		State Prevailing	
Electrician (Line Construction) - Installer Repairman-Teledata, Lineman/Technical-Equipment Operator	\$34.43	Lineman Electrician - Teledata Installer, Repairman or Teledata Lineman or Technical Equipment Operator	\$33.01

*Use the title listed under Davis Bacon for payrolls, HIGHER WAGE PREVAILS. See wage rate schedule for additional information on holidays/benefits.

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Westchester County General Construction

Boilermaker **08/01/2022**

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 **08/01/2022**

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

08/01/2022

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

08/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 73.03
+ 9.54*

Marine Tender \$ 62.11
+ 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 44.54

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 24.60 + 5.05*
2nd year	30.20 + 5.05*
3rd year	38.58 + 5.05*
4th year	56.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

Carpenter

08/01/2022

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

08/01/2022

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 **08/01/2022**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour: 07/01/2022 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	
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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 **08/01/2022**

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
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	
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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

08/01/2022

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

08/01/2022

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

08/01/2022

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

08/01/2022

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 & 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 & 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 & Modernization.

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

6 MONTH TERMS:

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

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2022	01/01/2023
Mechanic	\$ 64.63	\$ 67.35
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

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

SUPPLEMENTAL BENEFITS

Per hour	07/01/2022	01/01/2023
Journeyman/Helper	\$ 36.885*	\$ 37.335*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier

08/01/2022

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	Additional \$ 1.25
*Scaffolding	61.55	
Glass Tinting & Window Film	30.11	
**Repair & Maintenance	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
Journeyworker	\$ 37.55
Glass tinting & Window Film	22.01
Repair & Maintenance	22.01

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
 For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
 Paid: See(5, 6, 16, 25)
 Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:		
(1) year terms at the following wage rates:	7/01/2022	11/01/2022
1st term	\$ 21.15	TBD
2nd term	29.07	
3rd term	35.20	
4th term	47.38	

Supplemental Benefits:	
(Per hour)	
1st term	\$ 17.15
2nd term	24.42
3rd term	27.06
4th term	32.15

8-1087 (DC9 NYC)

Insulator - Heat & Frost **08/01/2022**

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT 8**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Westchester

WAGES		
Per hour:	07/01/2022	05/31/2023
Insulator	\$ 58.25	+ \$ 2.00
Discomfort & Additional Training**	61.30	+ \$ 2.00
Fire Stop Work*	31.15	+ \$ 2.00

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	\$ 36.10
Discomfort &	

Additional Training 38.09
 Fire Stop Work:
 Journeyworker 18.41

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.15	\$ 36.56	\$ 41.98	\$ 47.41

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 32.67	\$ 38.39	\$ 44.12	\$ 49.85

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 18.41
2nd term	21.94
3rd term	25.48
4th term	29.03

Discomfort & Additional Training Apprentices:

1st term	\$ 19.41
2nd term	23.14
3rd term	26.88
4th term	30.62

8-91

Ironworker

08/01/2022

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
		Additional
Stone Derrickmen Rigger	\$ 72.26	+ \$ 1.64
Stone Handset Derrickman	70.11	+ \$ 1.11

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 42.10
Stone Handset 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
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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
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9-197D/R

Ironworker

08/01/2022

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	Additional
Chain Link Fence	46.65	\$ 1.25
Guide Rail	46.65	

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 62.04
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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

1st Term	\$ 20.63
2nd Term	24.22
3rd Term	27.80
4th Term	31.38

Supplemental Benefits per hour:

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

4-580-Or

Ironworker

08/01/2022

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:		Additional
Structural	\$ 55.70	\$ 1.75

Bridges
 Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 85.35

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
 2nd 29.57
 3rd - 6th 30.18

Supplemental Benefits

PER HOUR PAID:

All Terms \$ 59.18

4-40/361-Str

Ironworker

08/01/2022

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 & Metal Lathing \$ 56.90 Additional \$ 1.50

"Base" Wage \$ 55.20 plus \$ 1.70

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

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & 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:

\$ 22.55	\$ 23.60	\$ 24.60	\$ 37.18
"Base" Wage			
\$ 21.00	\$ 22.00	\$ 23.00	\$ 35.60
plus \$1.55	plus \$1.60	plus \$1.60	plus \$1.58

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

4-46Reinf

Laborer - Building **08/01/2022**

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	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	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 **08/01/2022**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

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

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

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

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

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

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

Wages:(per hour)	07/01/2022
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

Laborer - Tunnel

08/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2022
Class 1	\$ 53.45
Class 2	55.60
Class 4	62.00
Class 5	44.80

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 34.45
Benefit 2	51.60
Benefit 3	68.75

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

08/01/2022

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

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249aWest

Lineman Electrician - Teledata

08/01/2022

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

08/01/2022

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

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

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249aWestLT

Mason - Building

08/01/2022

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
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OVERTIME PAY

OVERTIME:

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5wp-b

Mason - Building

08/01/2022

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-	1501-	3001-	3751-	4501-	5251-
	1500	3000	3750	4500	5250	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.

Mason - Building **08/01/2022**

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

Supplemental Benefits Per Hour:

27.07	27.97	28.87	29.77
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9-7/24-MP

Mason - Building **08/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES
 Wages: 07/01/2022

Marble Cutters & Setters \$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker \$ 38.27

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

Mason - Building

08/01/2022

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

Mason - Building **08/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2022	12/05/2022	06/05/2023
		Additional	Additional
Tile Setters	\$ 62.01	\$ 0.73	\$ 0.73

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 26.13*
	+ \$10.02

* 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	
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000	
\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33	

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*
+\$0.69	+\$0.74	+\$0.84	+\$0.88	+\$1.28	+\$1.33	+\$1.70	+\$1.75	+\$5.90	+\$6.42

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

9-7/52A

Mason - Building **08/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2022	12/05/2022	06/05/2023
		Additional	Additional
Tile Finisher	\$ 47.60	\$ 0.59	\$ 0.58

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 22.16*
	+ \$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 / Heavy&Highway **08/01/2022**

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

Mason - Heavy&Highway **08/01/2022**

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

HOLIDAY
 Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
 - Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
 - Supplemental Benefits are not paid for paid Holiday
 - If Holiday is worked, Supplemental Benefits are paid for hours worked.
 - Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES
 Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5WP-H/H

Operating Engineer - Building

08/01/2022

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
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OVERTIME PAY

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

HOLIDAY

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

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

8-137B

Operating Engineer - Building

08/01/2022

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
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OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

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

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

9-15Db

Operating Engineer - Heavy&Highway

08/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

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

WAGES: Per hour:	07/01/2022	03/06/2023	03/04/2024
Group I	\$ 65.97	\$ 67.27	\$ 68.63
Group I-A	58.16	59.26	60.42
Group I-B	61.28	62.46	63.70
Group II-A	55.70	56.74	57.84
Group II-B	57.44	58.52	59.67
Group III	54.72	55.74	56.81
Group IV	49.74	50.63	51.57
Group IV-B	42.71	43.43	44.19
Group V			
Engineer All Tower, Climbing and Cranes of 100 Tons	74.73	76.24	77.82
Hoist Engineer(Steel)	67.67	69.01	70.41
Engineer(Pile Driver)	72.16	73.61	75.13
Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger	56.99	58.06	59.19

SHIFT DIFFERENTIAL:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 32.60 up to 40 Hours	\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked	After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked

*This amount is subject to premium

OVERTIME PAY

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

HOLIDAY

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

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

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

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

REGISTERED APPRENTICES

(1)year terms at the following rate.

1st term	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34
Supplemental Benefits per hour:			
	24.55	25.70	26.85

8-137HH

Operating Engineer - Heavy&Highway

08/01/2022

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

08/01/2022

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

\$ 33.75 up to

\$ 34.85 up to

40 hours	40 hours	40 hours
After 40 hours	After 40 hours	After 40 hours
\$23.40 plus	\$24.50 plus	\$25.55 plus
\$1.20 on all	\$1.25 on all	\$1.25 on all
hours worked	hours worked	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
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8-137Tun

Operating Engineer - Marine Dredging

08/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79

CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

OVERTIME PAY
 See (B2, F, R) on OVERTIME PAGE

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer **08/01/2022**

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 **08/01/2022**

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

08/01/2022

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

08/01/2022

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	Additional
	+ 9.63*	\$ 3.00

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
+ 30.60*

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

1st year \$ 21.20
+ 3.86

2nd year \$ 31.80
+ 5.78

3rd year \$ 42.40
+ 7.70

Supplemental Benefits - Per hour:

1st year \$.25
+ 12.24

2nd year \$ 10.90
+ 18.36

3rd year \$ 10.90
+ 24.48

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

8-DC-9/806/155-BrSS

Painter - Line Striping

08/01/2022

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway): 07/01/2022
Striping-Machine Operator* \$ 31.53

Linerman Thermoplastic 38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:
Striping Machine Operator: \$ 10.03
Linerman Thermoplastic: 10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

Painter - Metal Polisher

08/01/2022

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2022
Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:

All classification \$ 11.24

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2022

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber**08/01/2022****JOB DESCRIPTION** Plumber**DISTRICT 8****ENTIRE COUNTIES**

Putnam, Westchester

WAGES

Per hour:

07/01/2022

Plumber and
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**08/01/2022****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

08/01/2022

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

08/01/2022

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

08/01/2022

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

08/01/2022

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

Sprinkler Fitter **08/01/2022**

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 **08/01/2022**

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

08/01/2022

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, Schuylar, 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

Westchester County Residential

Carpenter - Residential **08/01/2022**

JOB DESCRIPTION Carpenter - Residential **DISTRICT 11**

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

WAGES

***IMPORTANT NOTE: Residential construction consists of those projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) floors in height, town homes, row houses, single family homes, mobile homes, multi-family houses, apartment building of four (4) floors or less and assisted living facilities of four (4) floors or less. Excluding dormitories and student housing. Fours (4) stories shall be above ground level and shall not include the building's basement nor unfinished attic space.

Per hour: 07/01/2022

Carpenter \$ 25.31
+4.35*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman \$ 21.59

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

	1st	2nd	3rd	4th	5th
07/01/2022	\$ 15.00	\$ 15.69	\$ 16.45	\$ 17.72	\$ 20.25
	+2.35*	+2.35*	+2.35*	+2.35*	+2.35*

*For all hours paid straight or premium

Supplemental Benefits per hour:

Apprentice all terms \$ 10.86

11-279.1r

Insulator - Heat & Frost - Residential **08/01/2022**

JOB DESCRIPTION Insulator - Heat & Frost - Residential **DISTRICT 8**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

***IMPORTANT NOTE: All residential plumbing, heating and air conditioning and site work in a single-family residence or a single family residential development under one roof, regardless of cost and garden type apartment buildings or developments which do not exceed three stories high.

Per hour: 07/01/2022

Asbestos Worker \$ 47.41

Apprentices 31.15

Fire Stop Work*
 Asbestos Worker 31.15

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 29.03

Apprentice 18.41

Fire Stop Work:

Journeyworker 18.41

OVERTIME PAY

OVERTIME: See (B, E, Q, T, V) on OVERTIME PAGE.

HOLIDAY

Paid:..... See (1) on HOLIDAY PAGE.

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

8-91R

Laborer - Residential

08/01/2022

JOB DESCRIPTION Laborer - Residential

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

***IMPORTANT NOTE: FOR ONE OR TWO STORIES HOUSES, TOWN HOUSES AND RESIDENTIAL BUILDINGS UP TO THREE STORIES.

07/01/2022

Laborer \$ 33.75

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 20.80

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

8-235r

Sheetmetal Worker - Residential

08/01/2022

JOB DESCRIPTION Sheetmetal Worker - Residential

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

***IMPORTANT NOTE: HVAC work on single family dwellings, multiple family housing units, apartments and condominium homes where each individual family apartment is individually conditioned by separate and independent unit or system.

Per hour: 07/01/2022

Sheetmetal Worker \$ 32.30
+ 1.81

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 \$ 22.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES - Per hour:

(1/2) year terms at the following rates.

	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$16.96	\$18.55	\$20.13	\$21.64	\$23.56	\$25.32	\$27.29	\$28.98
	+\$.91	+\$1.01	+\$1.11	+\$1.22	+\$1.32	+\$1.41	+\$1.52	+\$1.62

Supplemental Benefits - Per hour:

1st	\$ 13.17
2nd	14.30
3rd	15.45
4th	16.65
5th	17.46
6th	18.43
7th	19.18
8th	20.21

8-38r

Sprinkler Fitter - Residential

08/01/2022

JOB DESCRIPTION Sprinkler Fitter - Residential

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour

07/01/2022

Sprinkler \$ 39.43
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 29.13

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

1-669r2

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

"General Decision Number: NY20220017 08/05/2022

Superseded General Decision Number: NY20210017

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	03/25/2022
3	05/13/2022
4	05/20/2022
5	06/24/2022
6	07/08/2022
7	07/22/2022
8	08/05/2022

* ASBE0091-003 05/30/2022

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

BOIL0005-001 01/01/2021

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

FOOTNOTE:

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

BRNY0001-003 06/01/2018

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.96	33.38

BRNY0004-001 07/05/2021

	Rates	Fringes
MARBLE MASON.....	\$ 61.73	37.91

BRNY0005-006 06/01/2021

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
BRICKLAYER Bricklayers, Stone Masons, Cement Masons, Plasterers,		

Pointers, Caulkers and
Cleaner.....\$ 43.85 36.55

BRNY0005-007 06/01/2019

BUILDING/RESIDENTIAL CONSTRUCTION

Rates Fringes

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

* BRNY0007-001 12/06/2021

Rates Fringes

TERRAZZO FINISHER.....\$ 55.21 36.97
TERRAZZO WORKER/SETTER.....\$ 61.44 35.13

BRNY0007-002 12/06/2021

Rates Fringes

TILE FINISHER.....\$ 47.56 32.71

BRNY0020-001 01/04/2021

Rates Fringes

MARBLE FINISHER.....\$ 48.27 35.40

BRNY0024-001 01/01/2021

Rates Fringes

BRICKLAYER
MARBLE POLISHERS.....\$ 45.37 28.80

BRNY0052-001 12/06/2021

Rates Fringes

Tile Layer.....\$ 61.84 36.04

CARP0279-001 07/01/2022

Rates Fringes

Carpenters:
Building.....\$ 45.60 32.35
Heavy & Highway.....\$ 45.60 32.35
Residential.....\$ 29.66 21.11

CARP0740-001 07/01/2021

Rates Fringes

MILLWRIGHT.....\$ 57.00 54.06

* CARP1556-007 07/01/2022

Rates Fringes

Diver Tender.....\$ 52.57 53.56
Diver.....\$ 73.03 53.56

* CARP1556-009 07/01/2022

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 58.16	53.56

CARP1556-011 07/01/2021

	Rates	Fringes
Carpenters: TIMBERMEN.....	\$ 52.05	52.24

CARP2287-001 07/01/2021

	Rates	Fringes
Carpenters: Soft Floor Layers.....	\$ 54.75	46.43

ELEC0003-003 04/21/2021

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

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

ELEC1249-001 05/02/2022

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL WORK Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic monitoring systems and Road Weather Information systems)		
Flagman.....	\$ 28.91	7%+34.90
Ground Digging Machine Operator.....	\$ 43.37	7%+34.90
Ground Truck Driver.....	\$ 38.55	7%+34.90
Tractor, Trailer Unit.....	\$ 40.96	7%+34.90
Lineman & Technician.....	\$ 48.19	7%+36.90
Mechanic.....	\$ 38.55	7%+34.90

FOOTNOTE:

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

ELEC1249-006 05/03/2021

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION)		

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

Cable Splicer.....	\$ 63.48	7%+35.40
Flagman.....	\$ 34.63	7%+34.40
Groundman digging machine operator.....	\$ 51.94	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 49.05	7%+34.40
Groundman truck driver;....	\$ 46.17	7%+34.40
Lineman & Technician.....	\$ 57.71	7%+35.40
Mechanic.....	\$ 46.17	7%+34.40

PAID HOLIDAYS:

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

 ELEC1249-009 01/01/2022

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable Splicer.....	\$ 36.28	%3+5.14
Groundman.....	\$ 18.25	%3+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 34.43	%3+5.14

 ELEV0001-002 03/17/2022

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 75.14	47.446+a+b
Modernization and Repair....	\$ 59.09	45.564+a+b

FOOTNOTE:

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

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

ELEV0138-003 01/01/2022

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

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

FOOTNOTE:

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

ENGI0137-005 03/06/2017

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A.....	\$ 53.95	28.52+a
GROUP 1-B.....	\$ 49.68	28.52+a
GROUP 2-A.....	\$ 52.03	28.52+a
GROUP 3-A.....	\$ 50.11	28.52+a
GROUP 3-B.....	\$ 47.67	28.52+a
GROUP 4-A.....	\$ 49.60	28.52+a
GROUP 4-B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5-A.....	\$ 56.63	28.52+a
GROUP 5-B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

- NOTES: Hazmat: 20% above regular rate
Pumping operation Premium .50
- Crane Operators (100-149 ft) 2.00
- Crane Operators (149 ft +) 3.00
- Loader Operators (over 5 cu y) .50
Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day

Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

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

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

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

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

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

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement;

mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

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

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-006 03/06/2017

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

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

GROUP 2-B: Mechanic (outside) all types

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

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

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

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

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

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

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

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

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

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

* IRON0040-001 07/01/2022

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 55.70	84.79

* IRON0046-003 07/01/2022

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.90	27.80

IRON0197-001 07/01/2021

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

IRON0580-001 07/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 46.65	61.62

* LAB00060-002 07/01/2022

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 47.13	27.22
GROUP 2.....	\$ 45.78	27.22
GROUP 3.....	\$ 45.38	27.22
GROUP 4.....	\$ 45.03	27.22
GROUP 5.....	\$ 44.68	27.22
GROUP 6.....	\$ 38.33	27.22
GROUP 7.....	\$ 46.68	27.22
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 53.55	34.30+a
GROUP 2.....	\$ 55.70	34.30+a
GROUP 4.....	\$ 62.10	34.30+a

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Blasters.

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

GROUP 3: Asphalt Curb Machine Operator, Jeeper Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pneumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.

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

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

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Outside laborers

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

GROUP 4: Miners

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

LAB00235-001 05/01/2016

BUILDING

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

LAB00235-002 05/01/2016

RESIDENTIAL

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

PAIN0009-003 05/01/2022

PAINTER

	Rates	Fringes
GLAZIERS.....	\$ 46.55	49.47
Painters, Paperhanger, Drywall Finishers & Lead		
Abatement Worker.....	\$ 43.00	38.11
Spray, Scaffold, Sandblasting.....	\$ 46.00	38.11

 PAIN0806-001 10/01/2021

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 53.00	51.23

 * PLUM0021-003 05/01/2022

	Rates	Fringes
Plumber and Steamfitter		
Zone 1.....	\$ 60.21	44.08

 ROOF0008-003 05/01/2022

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

 SFNY0669-002 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.98	29.13

 * SHEE0038-001 07/01/2022

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

 TEAM0456-001 07/01/2018

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 43.47	29.17+a
GROUP 2.....	\$ 40.72	29.17+a
GROUP 3.....	\$ 41.17	29.17+a
GROUP 4.....	\$ 41.34	29.17+a
GROUP 5.....	\$ 40.72	29.17+a
GROUP 6.....	\$ 41.47	29.17+a
GROUP 7.....	\$ 42.22	29.17+a
GROUP 8.....	\$ 42.59	29.17+a
GROUP 9.....	\$ 42.09	29.17+a
GROUP 10.....	\$ 42.72	29.17+a
GROUP 11.....	\$ 42.47	29.17+a

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

CLASSIFICATION DESCRIPTIONS

- GROUP 1: Lowboy (carrying equipment)
- GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
- GROUP 3: Fuel and tire trucks.
- GROUP 4: Tractor trailers (all types)

- GROUP 5: 14 Wheeler
- GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
- GROUP 7: Darts.
- GROUP 8: RXS
- GROUP 9: Off Road Equipment (Under 40 Tons): Euclid
- GROUP 10: Off Road Equipment (Over 40 Tons) Euclid, DJB
- GROUP 11: Off Road Equipment (Under 40 Tons) DJB

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

GENERAL SPECIFICATIONS
GENERAL CONDITIONS

	<u>Page</u>
101. Definitions.....	J-3
102. Superintendence by Contractor.....	J-4
103. Subcontracts.....	J-5
104. Other Contracts	J-5
105. Fitting and Coordination of the Work.....	J-5
106. Mutual Responsibility of Contractor.....	J-5
107. Progress Schedule.....	J-5
108. Payments to Contractor.....	J-6
109. Changes in the Work.....	J-7
110. Changes in Subsurface Conditions.....	J-9
111. Claims for Extra Cost.....	J-10
112. Termination; Delays and Extensions; and Liquidated Damages	J-11
113. Assignment or Novation	J-13
114. Engineer's Authority.....	J-13
115. Technical Specifications and Contract Drawings.....	J-13
116. Shop Drawings.....	J-13
117. Requests for Supplementary Information.....	J-15
118. Materials and Workmanship.....	J-15
119. Samples, Certificates and Tests.....	J-16
120. Permits and Codes	J-18
121. Care of Work	J-19
122. Accident Prevention.....	J-19
123. Sanitary Facilities	J-20
124. Use of Premises	J-20
125. Removal of Debris, Cleaning, Etc.	J-21
126. Inspection/Acceptance of the Work.....	J-22
127. Review by Client.....	J-22
128. Final Inspection.....	J-22
129. Deductions for Uncorrected Work	J-22
130. Insurance	J-22
131. Patents.....	J-22
132. Warranty of Title	J-23
133. General Guarantee.....	J-23
134. Arbitration and Litigation.....	J-23
135. Risk of Loss.....	J-23
136. Required Provisions Deemed Inserted.....	J-23
137. Corrections	J-24
138. Safety Provisions.....	J-24
139. Night Work, Sundays and Holidays.....	J-24
140. Obstructions Encountered.....	J-25
141. Existing Utilities, Structures and Fixtures.....	J-25
142. Control of Existing Flows	J-26
143. Sewage, Surface, Groundwater and Flood Flows.....	J-26
144. Connecting to Existing Work.....	J-27
145. Existing Improvements.....	J-27
146. Access to Site.....	J-27
147. Access to Adjacent Properties.....	J-28
148. Weather Conditions/Work in Freezing Weather.....	J-29
149. Intoxicating Liquors.....	J-30
150. Indemnity Clause.....	J-31

151. Disputes.....	J-29
152. Pre-Construction Conference.....	J-29
153. Preservation of Natural Features	J-30
154. Lien Release.....	J-30
155. Project Completion	J-30
156. Final Acceptance	J-30

GENERAL CONDITIONS

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

101. DEFINITIONS

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

- a. The term "Contract" means the Contract executed by the Client and the Contractor.
- b. The term "Local Public Agency" or "Agency" or "Client" or "Owner" means **Village of Hastings on Hudson, New York** which, is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Client to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the site of the **Village of Hastings on Hudson, 'Downtown WiFi Infrastructure Project'**, within which are the specified contract limits of the work to be performed in whole or in part under this Contract.
- f. The term "Project Manager" means the person serving the Client with engineering services, its successor, or any other person or persons, employed by said Client for the purpose of administrating the work embraced in this Contract, the said Engineer acting directly or indirectly through any assistant.
- g. The term "Local Government" or "Municipality" or "City" means the **Village of Hastings on Hudson** within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.
- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of workmanship required, measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- l. The term "Contract Documents" means and shall include the documents listed in Section D, Article 3 (Agreement).
- m. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.

- n. The term "Specifications" or "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of Workmanship required, measurement and payment.
- o. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- p. The term "Bid Due Date" means the date and time set forth in the Instruction to Bidders for the receipt of Bids, or any extension or adjournment of said date and time by the Authority/Company. The rights and obligations of the Bidders pursuant to the pertinent provisions in the Instructions to Bidders shall be effective as of that date and time only.
- q. The term "Work" means the Work and materials specified and the obligations imposed upon the Contractor under the Contract.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Client and the Client's Engineer, for the work at all times during working hours with full authority to act for him/her/them/her/them. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work. Should, in the opinion of the Engineer, any language barrier exist between the superintendent and the Engineer, the Contractor will employ a qualified interpreter.
- b. Unless otherwise specified in the SPECIAL CONDITIONS, the Contractor shall lay out its own work including all surveys required and the Contractor shall be responsible for all work executed by him/her/them/her/them under the Contract. The Contractor shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted a Non-Collusive Affidavit from the Subcontractor on the form shown in the "Invitation for Bids, Instructions and Forms" and has received written approval of such Subcontractor from the Owner. Unless specifically permitted otherwise, the Contractor shall perform with its own organization and with the assistance of workmen under its immediate superintendence work amounting to not less than 50 percent of the original total Contract value for the project, exclusive of specialty items not commonly found in contracts for similar work or which require highly specialized knowledge, craftsmanship or equipment, not ordinarily available in the organization of contractors performing work of the character embraced in this Contract. Specialty items, if any, shall be specified elsewhere.
- b. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted a "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity" in the form shown in the "Invitation for Bids, Instructions and Forms".
- c. No proposed Subcontractor shall be disapproved by the Client except for cause.

d. The Contractor shall be as fully responsible to the Client for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him/her/them.

e. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.

f. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Client.

104. OTHER CONTRACTS

The Client reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate its work with theirs.

The Client may award, or may have awarded Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the Client. The Contractor shall not permit or commit any act which will interfere with the performance of work by another Contractor as scheduled.

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

105. FITTING AND COORDINATION OF THE WORK

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

106. MUTUAL RESPONSIBILITY OF CONTRACTOR

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

107. PROGRESS SCHEDULE

The Contractor shall (unless a Pre-Award Progress Schedule has been submitted and approved) submit within five (5) calendar days after execution of the Agreement, a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these

Specifications and the SPECIAL CONDITIONS (PROGRESS SCHEDULE) if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- 1) The project name, number, (if any) and geographic location.
- 2) The contract time, contract beginning date, ending date and periods of shutdown, if any.
- 3) A listing of all items of work with the estimated contract cost, percentage of the total contract and periods of activity noted for each segment of the project.
- 4) The total estimated contract cost for each segment of the work and its percentage of the total contract.
- 5) The schedule will generally be set up along the following guidelines unless otherwise stated in the SPECIAL CONDITIONS under "PROGRESS SCHEDULE":
 - a. From intersection to intersection along a street or from station to station along the project. This will apply in street construction, utility construction or other LINEAR projects.)
 - b. By floor and/or room and trade. (This will generally apply in structures.)
 - c. For large area projects such as site work by SUB-AREA.

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

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used. If the SPECIAL CONDITIONS include a "SEQUENCE OF OPERATIONS" and/or "WORK BY OTHERS", all operations referred to therein, together with any and all other operations critical to the timing of this project, shall be included in, proper sequence in the Progress Schedule.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare its requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for its approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting five percent (5%) of the total amount, to be retained until final payment. The total value of work completed to date shall be based on the in-field measurements & estimated quantities of work completed and on the unit prices contained in the Agreement. The value of materials properly stored on the site shall be based on the estimated quantities of such materials and the invoice prices as evidenced by a supplier's receipted invoice. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Client to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and it shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the

Client to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Client in all details.

2. Final Payment

a. After final inspection and acceptance by the Client and approval of Engineer of all work under the Contract, the Contractor shall prepare its requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to its furnishing the Client with a release in satisfactory form of all claims against the Client arising under and by virtue of its Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.

b. The Client, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Client deems the same necessary in order to protect its interest. The Client, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Client under the section entitled "LIQUIDATED DAMAGES" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

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

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Client shall be made subject to submission by the Contractor of all written certifications required of him/her/them/her/them and its Subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

109. CHANGES IN THE WORK

a. The Client may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract. Any change order requires written approval from Westchester County and the Division.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written

order from the Client authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

c. The Contractor agrees to perform any of the aforementioned changed Work, along with all other required Work found under the Contract, without delay and in accordance with good construction practices.

d. These changes outlined above may be made without relieving or releasing the Contractor from any of its obligations under the Contract provisions, and without affecting the validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds. All such Work shall be executed under the terms of the original Contract unless it is provided otherwise.

e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.

f. If applicable unit prices are contained in the Contract (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the Work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. However, if the quantities are more than 125% of the estimated amount, then the following paragraph shall apply.

g. If applicable unit prices are not contained in the Agreement or the actual quantities exceed 125% of the estimated amount, the Client shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from it covering the Work involved in the change after which the procedure shall be as follows:

1. If the change in the Work involves additional Work, the procedure shall be as follows:

a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance herewith for acceptance by the Contractor; or

b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Client may order the Contractor to proceed with the Work on a Cost-Plus-Limited Basis. A Cost-Plus-Limited Basis is defined as the net cost of the Work to the Contractor plus an allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified amount. The following allowances for overhead and profit are hereby established as reasonable and shall apply:

i.) Fifteen percent (15%) of the net cost of all labor furnished by the Contractor. For all labor the Contractor shall receive the rate of wage actually paid as shown by its certified payroll, which shall be at least the minimum rate established by the Contract Documents. For all foremen in direct charge of the Work, the Contractor shall receive the actual wage paid the foremen, as shown on its certified payroll. No part of the salary or expense of anyone above the grade of foreman and having general supervision of the Work will be included in the labor item.

ii). For the cost of all insurance and taxes imposed by law on labor employed on the Work, the Contractor shall receive the actual amount paid.

iii). Fifteen percent (15%) of the net cost of all materials used by the Contractor, less any allowable cash discounts, delivered on the Work, including delivery charges as shown by original receipted bills.

iv). Rental rates for any power operated machinery, trucks or equipment, which may be found necessary to use on Cost-Plus-Limited Work shall be negotiated between

the Engineer and the Contractor. These rates shall be reasonable and shall be based on those rental rates prevailing in the area where such Work is to be done, and they shall be agreed upon in writing before the Work is begun. In no case shall the rental rates exceed the rates set up in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment." Those rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators and oilers (tenders) shall be paid as stated herein above for labor.

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

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

a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance therewith for acceptance by the Contractor; or

b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit.

The Client may then order the Contractor to proceed with the Work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, the Contractor may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS, ARBITRATION AND LITIGATION.

3. Each Change Order shall include in its final form:

a.) A detailed description of the change in the Work.

b.) The Contractor's proposal (if any) or a confirmed copy thereof.

c.) A definite statement as to the resulting change in the Contract price and/or time.

d.) The statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

4. Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents will be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner.

110. CHANGES IN SUBSURFACE CONDITIONS

In the event the Contractor shall, during the process of the work, encounter subsurface conditions (other than seasonal variations) which materially differ from those shown on or implied by the Contract Drawings or Specifications, and if said conditions could not reasonably have been

foreseen by an inspection of the site prior to the Bid, and, further, if these changed subsurface conditions cause a loss to the Contractor, the Contractor shall be entitled to submit a request for additional compensation in accordance with "Claims for Extra Cost" of the General Conditions. The Contractor shall not be entitled to submit a request for additional compensation for changed subsurface conditions which vary seasonally, including but not limited to groundwater rise and fall, freezing/frost, etc.

Notice of the changed condition must be given to the Client and its Engineer as soon as the event occurs, so that the Client will have an opportunity to investigate the same and make any alteration which, in the sole discretion of the Client may be necessary. Such notice is a material condition which must be adhered to by the Contractor.

Prior to the Engineer or Client giving any consideration to the Contractor's request for additional compensation, the Contractor shall be obligated to submit a detailed description of the change.

The Engineer shall investigate the facts and shall notify the Client whether the conditions are or are not materially different from those shown or implied by the Contract Drawings or Specifications. The Client shall then notify the Contractor of its decision.

In the event of a favorable decision by the Client the Contractor shall be entitled to additional compensation and the amount of the additional compensation shall be determined in accordance with the provisions of the GENERAL CONDITIONS, CHANGES IN THE WORK.

In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

111. CLAIMS FOR EXTRA COST

a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS, shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.

b. As soon as practicable after the final submission of all information the Client shall make a determination of any claim. Said decision of the Client shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Client shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Client fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. There shall be no added compensation paid for delay to the Contractor unless the Client causes said delay by a material breach of this Contract and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one-half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.

d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

e. If, on the basis of the available evidence, the Client determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections- "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS, PART I.

f. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

112. TERMINATION; DELAYS AND EXTENSIONS: LIQUIDATED DAMAGES

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

At any time subsequent to the Notice to Proceed the Client may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Client, the Client shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate charges of the Client against the Contractor:

- a. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or re-sale of materials ordered; and
- b. A mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work completed and in place, in accordance with the Contract Drawings and Specifications, to the date of termination. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Client may give notice in writing to the Contractor and its Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- a. Failure to begin the work under the Contract within the time specified.
- b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- c. Unsuitable performance of the work or failure to perform new such work as shall be rejected as defective and unsuitable.
- d. Neglecting or refusing to remove material rejected as defective and unsuitable.
- e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.

- f. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
- g. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
- h. Allowing any final judgment to stand against him/her/them/her/them unsatisfied for a period of ten (10) calendar days.
- i. Making any assignment for the benefit of creditors.
- j. Violating any covenants contained in the Contract Documents.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Client, the Client may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Client may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Client together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, than the Contractor and the Surety shall be liable and shall pay to the Client the amount of said excess.

2. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- a. To any acts of the Government, including equipment, tools, or by labor by reason of war, National Defense or any other national emergency.
- b. To any acts of the Client, its Engineer or Agents; or injunction or litigation against said Client.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Client, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- d. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "b".

Provided, however, that the Contractor promptly notify the Client within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Client shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Client shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Client by reason of any delay.

3. Liquidated Damage for Delay If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION/NOTICE TO PROCEED under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Client as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and its sureties shall be liable to the Client for the amount thereof.

113. ASSIGNMENT OR NOVATION

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

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

114. ENGINEER'S AUTHORITY

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

115. TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in the Contract Drawings or Technical Specifications, the matter shall be immediately submitted to the Client without whose decision, said discrepancy, shall not be adjusted by the Contractor. If said discrepancy is adjusted by Contractor without Client consent, it shall be at Contractor's own risk and expense.

116. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in six (6) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Four (4) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size

shall be the size of the Contract Drawings. All shop drawings, etc. and/or printed matter submitted shall be properly identified by project and specific application with reference to Contract Drawing number and specification items.

b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at its own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of its failure in this respect. See also "Shop Drawing Schedule" if one is listed in the Special Conditions.

c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

d. **Any shop drawings, etc., submitted without the Contractor's stamp of approval will not be considered and will be returned to the Contractor for proper resubmission.** By approving and submitting shop drawings, etc., the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that it has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.

e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in its letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.

f. After review, the submittals will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit" or "Rejected - See Remarks." Three (3) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the Contractor for its use and distribution to its suppliers and/or Subcontractors. In the case of those stamped "Amend and Resubmit" or "Rejected - See Remarks," two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit six (6) prints.

g. In any submission which is noted as "No Exceptions Taken" or "Make Corrections Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from its responsibility for compliance with the Contract Drawings and Specifications.

h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.

j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Client with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.

There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost there of shall be considered as included in the general cost of the work.

117. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Client for any additional information not already in its possession which should be furnished by the Client under the terms of this Contract, and which it will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

118. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.

c. The Contractor shall furnish to the Client for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. (See Section - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

e. Materials specified by reference to the number or symbol of a specific standard, such as an American Society for Testing Materials Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in its opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him/her/them/her/them on any part of the work without the written consent of the Engineer.

g. The Client may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist.

h. In the event the materials furnished or the work deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Client constitutes substantial performance, the Client may accept the same. Should the deviation in question result in a savings to the Contractor, the Client will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor the Client will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

119. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

b. Samples: Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. The Contractor shall provide means and assist in the verification of all scales, measures and other devices which it operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Client, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

c. Certified Test Report: A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and Specifications, and shall also include the following information:

- (1) Item number and description of material
- (2) Date of manufacture
- (3) Date of testing
- (4) Name of organization to whom the material signed
- (5) Quantity of material represented, such as batch, lot, group, etc
- (6) Means of identifying the consignment, such as label, marking, lot number, etc

- (7) Date and method of shipment and
- (8) Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

d. Materials Certificate. A materials certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and Specifications, The document shall also include the following information:

- (1) Project to which the material is consigned.
- (2) Name of Contractor to whom material is supplied.
- (3) Item number and description of material.
- (4) Quantity of material represented by the certificate.
- (5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
- (6) Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

e. Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment by the previously submitted certified test report and materials certificate, have been installed in the work and that they conform to all the requirements of the Contract Drawings and Specifications. The following information shall also be required on the document:

- (1) Project number.
- (2) Item number and description of material.
- (3) Quantity represented by the certificate.
- (4) Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

f. Tests. Tests as required by the Specifications will be made in accordance with the latest revision to the Standard Method of American Association of State Highway Officials or the American Society for Testing and Materials in effect at the time of bidding, unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Engineer whenever, in its judgment, they fail to meet the requirements of the specifications.

The Client reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

g. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Client's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will

have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and particle limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

h. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follow:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer and the Client shall pay all other testing costs of said samples.
- (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

120. PERMITS AND CODES

a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local bylaws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Client and all of its representatives, against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by the owner of the contracting business or its employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Client. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Client will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Client, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. Unless otherwise specified, the Contractor shall at its own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits, etc., required by the regulatory body or any of its agencies.

c. The Contractor shall comply with applicable Local/State/ Federal laws, ordinances, codes, etc., governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

121. CARE OF WORK

a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Client.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

b. The Contractor shall at its sole expense and without any additional cost to the Client provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Client, is authorized to act at its discretion to prevent such threaten loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Client. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Client as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.

d. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Client, the Local Government, and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and front all loss or expense and all damages for which the

Client, the local Government and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

122. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/ or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of its prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Client may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under this Contract in accordance with the requirements of the applicable State/Local/ Federal regulations. The Contractor shall promptly furnish the Client with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Client, Local Government and the Engineer from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have been suffered, by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

123. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/ sanitary regulations.

124. USE OF PREMISES

a. The Contractor shall confine its equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Client, and shall not unreasonably encumber the site or public rights of way with its materials and construction equipment. Acquisition of storage and staging areas will be the responsibility of the Contractor. It is agreed and understood that the Municipality will not be liable for the loss or unauthorized use of materials, equipment, storage containers, tools or other property of the Contractor or his workmen.

b. The Contractor shall comply with all instructions of the Client, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

c. See also PARTIAL USE OF IMPROVEMENTS of the SPECIAL CONDITIONS.

125. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final inspection, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Client and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

126. INSPECTION/ACCEPTANCE OF THE WORK

a. All materials and workmanship shall be subject to inspection, examination or test by the Client and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Client or Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Client may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Client.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Client or Engineer will be performed in such manner as not to delay the work unnecessarily and shall be made as required by the Technical Specifications.

c. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer (such as a testing organization designated by the Client, of the date fixed for such inspection. If any work, should be covered up without approval or consent of the Engineer, the Contractor must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer or Client, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the Client or Engineer.

Should it be considered necessary or advisable by the Engineer or Client at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective due to the fault of the Contractor or its Subcontractors, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract,

payment under the provisions of the GENERAL SPECIFICATIONS, CHANGES IN THE WORK, shall be allowed the Contractor and it shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Client or its agents shall relieve the Contractor or its sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

127. REVIEW BY CLIENT

The Client, its authorized representatives and agents and the HUD Representative for the Administrator (as defined under GENERAL CONDITIONS) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records records (retained for a minimum 3 years) pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Client through its authorized representatives or agents.

128. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Client in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Client having charge of inspection. If the Client determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Federal Agency(HUD), other Governmental Agencies, and representatives of each department of the Local Government having in charge improvements of like character when such improvements are later to be accepted by the Local Government.

129. DEDUCTIONS FOR UNCORRECTED WORK

If the Client deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Client and subject to settlement, in case of dispute, as herein provided.

130. INSURANCE

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

131. PATENTS

The Contractor shall hold and save the Client and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Client, unless otherwise specifically stipulated in the Technical Specifications.

132. WARRANTY OF TITLE

No material, supplies or equipment incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him/her/them to the Client free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Client. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Client or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twenty-four (24) months from the date of final acceptance of the work. The Client will give notice of defective materials and work with reasonable promptness.

134. ARBITRATION AND LITIGATION

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall at the option of the Client be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The Client shall exercise its option to arbitrate concurrent with the rendering of its final decision on the claim. Should it fail to render a final decision within the prescribed time or fail to exercise its option, the claim will be determined in accordance with the Rules of the American Arbitration Association as herein, before stated.

135. RISK OF LOSS

The Client assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

136. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

137. CORRECTIONS

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and Specifications, or any disagreement in measurements upon the Contract Drawings' must be submitted to the Engineer before construction of the work.

138. SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

The Contractor shall employ watchmen on the work as necessary and shall erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of sunset and sunrise, and during periods of low visibility.

If at any time in the opinion of the Engineer, the work is not properly lighted, barricaded and in all respects safe, both in respect to public travel or adjacent property, public or private, and if under such circumstances the Contractor does not or cannot immediately put the same into proper and approved condition, or if the Contractor or its representative is not upon the ground so that it can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in its opinion, in all respects safe and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him/her/them or by the Engineer. Such action of the Engineer, or its failure to take such action shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him/her/them or by the Engineer acting under authority of this section.

139. TIME OF WORK

Unless otherwise especially permitted, work shall be done only during the hours of 8:00 am and 4:00 pm daily, Monday through Friday. No work shall be done during nights, except as necessary for the protection of the public and the proper care of work already performed. If it

shall become imperative to perform new work beyond the time limits stipulated above, the Owner shall be informed a reasonable time in advance of the beginning of such work. The Engineer must be present and the Contractor shall bear the costs for their inspection. The Contractor shall obey all local ordinances and shall obtain any waiver necessary for working beyond the limits specified and shall perform required neighborhood notifications. Should the contractor elect to work Saturdays, the Contractor shall bear the costs for inspection and Municipal employee's time at the site if necessary.

Only with the prior approval of the Engineer shall night work or work on Sundays or legal holidays requiring the presence of the Engineer be permitted except for emergencies or as specified elsewhere. Should night work be permitted or required, the lighting and other facilities which are necessary for performing such work must be provided by the Contractor and comply with the applicable safety codes.

140. OBSTRUCTIONS ENCOUNTERED

In addition to showing the construction under this Contract, the drawings show certain information obtained by the Client regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Client and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information except as provided under the Sections CHANGES IN SUBSURFACE CONDITIONS and EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS. It is specifically called to the Contractor's attention that all services, laterals, etc., are not shown on the Contract drawings and it shall be its responsibility to locate and protect the same; see paragraph 26 of the Special Conditions Section. The information which is shown is only for the convenience of the Contractor, who must verify this information to its own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of its obligations to support and protect all existing utilities, structures and fixtures which may be encountered during the construction of the work, except as provided in the Section EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS..

141. EXISTING UTILITIES, STRUCTURES AND FIXTURES

The contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the Municipality does not guarantee their locations even though the information will be from the best available sources.

The contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Should it become necessary for the Contractor to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (Not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture, such removal or relocation will be paid for in accordance with the provisions for CHANGES IN THE WORK of the GENERAL CONDITIONS. Should said utilities, structures or other fixtures be removed or relocated by the Owner or the respective utility companies at no cost to the Contractor, no payment will be made therefore.

Prior to any removal or relocation of existing facilities, structures or fixtures, the Contractor shall notify the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the owners of the same to properly care for them.

Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

If the Contractor desires temporary changes of location for its convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, the Contractor shall satisfy the Engineer and Client that the proposed relocation does not interfere with its or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make its own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

142. CONTROL OF EXISTING FLOWS

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing its flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on its work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for its operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

143. SEWAGE, SURFACE, GROUNDWATER AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

The Contractor shall employ such feasible and practical methods in its operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond or bog, etc. without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the

Contractor shall ensure that no solids, debris, suspended soil particles, impurities or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from its disposal methods and any necessary measures (such as but not limited to cleanup) required to return the system to preconstruction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

144. CONNECTING TO EXISTING WORK

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, the Contractor shall make the necessary pipe line, roadway and other connections at the several points in order that on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

145. EXISTING IMPROVEMENTS

The Contractor shall conduct its work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by its operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation or construction near the same.

The various utility companies have been made aware of the pending construction and are generally familiar with the locations of conflicts in the case of the proposed construction. The various utility companies will make all adjustments to their own lines except where otherwise shown on the Contract Drawings or specified. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan its work so that least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference due to negligence on the part of the Contractor. The Contractor shall support all utility lines uncovered during excavation.

146. ACCESS TO SITE

The Contractor shall make every effort to minimize damage to all access routes, and the Contractor shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from public streets or rights-of-way and for securing additional access rights thereto.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Local Government and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of its operation.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for him/her/themself any right to use more space or greater privileges than the space provided by the Client for purposes incidental to the performance of the Contract, the Contractor shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Client and/or **Village of Hastings on Hudson** will arise therefrom. The Client and/or **Village of Hastings on Hudson** shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Client and/or Local Government and others for any and all losses, damage or expense which the Client and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Client to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Client may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Client and/or Local Government against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc. provided by the Client.

147. ACCESS TO ADJACENT PROPERTIES

The Contractor shall at all times maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under the Contract, the Contractor shall, at its sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Engineer.

148. WEATHER CONDITIONS/WORK IN FREEZING WEATHER

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

149. INTOXICATING LIQUORS

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this Contract or upon any of the grounds occupied by him/her/them or by its employees.

150. INDEMNITY CLAUSE

The Contractor (and its Subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto; shall relieve the Owner, the **Village of Hastings on Hudson**, the Engineers and their employees, officers and agents from liability for consequent damages arising out of work performed under this Contract including delay, loss of business, damages to life or property caused as a result of damage, injury or other action by the Contractor (or its Subcontractors), direct or indirect; and shall indemnify and save harmless the Owner, the **Village of Hastings on Hudson**, the Engineers, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from noncompliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in performance of the work, or by on account of any direct or indirect act or omission of the Contractor (or its Subcontractors) or its employees or agents, and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Client, **Village of Hastings on Hudson** or Engineer may have directly or indirectly caused or contributed thereto.

151. DISPUTES

a. All disputes between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute delay the work under this Contract.

b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form, the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. Each decision by the Client will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to its last known address.

d. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provision of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that it is proceeding with the work under protest and it may then accept the matter in question from the final release.

152. PRE-CONSTRUCTION CONFERENCE

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the Owner's representatives and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

153. PRESERVATION OF NATURAL FEATURES

The Contractor shall exercise the utmost care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his own vehicles and those of his workmen. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees within and bordering on the contract limits. As may be required, at his own expense the Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

154. LIEN RELEASE

Prior to receiving Final Payment, the Contractor must provide a Lien Release covering any and all claims against the municipality arising from this Contract. This Lien Release must be in a form acceptable and approved by the municipality.

155. PROJECT COMPLETION

After a punch list is sent to the Contractor, (s)he shall complete all work within thirty (30) days from the date of the list. This shall include all unfinished work, testing and adjusting all systems; providing all test reports; instructions to Owner, maintenance manuals; certificates of approval and completion; and warranties.

156. FINAL ACCEPTANCE

Final Acceptance of the Work of this contract shall require a certified Letter of Final Acceptance (LFA) written to the Contractor by the Engineer. The LFA shall not be issued by the Engineer until he is fully satisfied that ALL construction obligations of the Contractor under this Contract have been met in full.

SECTION K

GENERAL SPECIFICATIONS - SPECIAL CONDITIONS

Table of Contents

	Page
1. Project Site	K-2
2. Time for Completion/Notice to Proceed	K-2
3. Liquidated Damages.....	K-2
4. Responsibilities of Contractor.....	K-2
5. Communications	K-2
6. Signs.....	K-3
7. Contract Documents and Drawings.....	K-3
8. Job Offices.....	K-3
9. Partial Use of Improvements	K-3
10. Maintenance of Access, Protection of Public Utilities	K-3
11. Temporary Light, Power, Heat and Water	K-4
12. Unforeseen Difficulties.....	K-4
13. Photographs of Project.....	K-4
14. Work in State or County Roads.....	K-5
15. Insurance	K-5
16. Layout of Work	K-5
17. Work by Others.....	K-6
18. Contractor's Work and Storage Area.....	K-6
19. "Or Equal" Clause.....	K-6
20. Record Drawings	K-6
21. Groundwater and Water	K-6
22. Construction, Excavation and Demolition Operations.....	K-6
at or Near Underground Facilities	
23. Compliance with Air and Water Acts	K-7
24. General Municipal Laws of New York State.....	K-7
25. Damages, Vandalism and Graffiti.....	K-8
26. Existing Utilities; Utilities Service.....	K-8
27. Mandatory OSHA Construction Safety And Health Training.....	K-9
28. Site Specific Requirements (Daycare Setting).....	K-10

SPECIAL CONDITIONS

1. PROJECT SITE

The location of the communication system is Downtown Hastings on Hudson. The area is described in detail under Paragraph 3 of Section L, Scope of Services and the Area Map on page L-5.

2. TIME FOR COMPLETION/NOTICE TO PROCEED

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed within 150 consecutive calendar days thereafter or as modified in accordance with the GENERAL CONDITIONS.

The Contractor will be bound to the performance of the Contract when given a Notice to Proceed with the work no later than 10 calendar days after the date of the execution of the Contract by the Contractor.

When the Contractor is not given a Notice to Proceed with the work within the aforementioned **10 DAY PERIOD**, the Contractor may elect to void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Owner. Such avoidance shall be effective upon actual receipt by the Owner, prior to the mailing or actual delivery of any Notice to Proceed. In the event of the Owner's failure to issue a Notice to Proceed, the Contractor's sole remedy shall be the avoidance of the Contract as set forth and the Owner will not be liable to the Contractor for any claims or losses including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

The Contractor shall not commence any physical construction at the project site until receiving a written Notice to Proceed from the Engineer.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Client the sum of FOUR HUNDRED DOLLARS (\$400.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

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

5. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or

delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Client shall, unless otherwise specified in writing to the Contractor, be delivered to the Municipal Manager/Administrator at the address shown on the cover of this bid document, and any notice to or demand upon the Client shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Client at such address, or to such other representatives of the Client or to such other address as the Client may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

6. SIGNS

a. Project signs will not be required unless the Item "Project Signs" appears in the Technical Specifications.

b. Subject to prior approval of the Client as to size, design, type and location and to local regulations, the Contractor and his Subcontractors may erect temporary signs for purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property.

7. CONTRACT DOCUMENTS AND DRAWINGS

The Client will furnish the Contractor without charge FIVE (5) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

8. JOB OFFICES - None Required

9. PARTIAL USE OF IMPROVEMENTS

The Client at his election, may give notice to the Contractor and place in use those sections of the work which have been completed, inspected and can be accepted as complying with the Contract Documents and if in its opinion each such option it reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section - GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

11. MAINTENANCE OF ACCESS PROTECTION OF PUBLIC AND UTILITIES

a. Interference with Utilities: The Contractor shall not make connections to existing water

mains, operate valves, or otherwise interfere with the operation of existing water distribution system until he has given seventy-two (72) hours notice to the affected owner and secured his approval of the proposed action. The Contractor shall notify gas, electric, and telephone companies, and all other utility companies having facilities which are subject to interference, at least 72 hours in advance of the time he proposes to perform Work in the area so that they may take such precautions as they deem necessary to protect their properties. Contractor shall be responsible for calling a code 53 prior to commencement of work.

b. Protection of the Public: When necessary to close a street temporarily, detours shall be provided, and these shall be plainly and adequately marked. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the Work. No additional compensation will be allowed for traffic control; all costs thereof shall be included in the lump sum and unit prices bid for the Work.

c. Maintenance of Access: The Contractor at all times shall maintain streets and thoroughfares in such condition as to provide ready access to business establishments and private dwellings.

Where necessary, suitable bridges shall be constructed over trenches for pedestrians and vehicular traffic. All such temporary structures shall be safe in all respects, and shall comply with OSHA regulations. The Contractor shall be liable for any damages or injuries resulting from his Work. The Contractor shall ascertain the evenings on which business establishments are open in the section where Work under this Contract is being performed, and he shall clean up and prepare the business section for the usual activities on those evenings.

12. TEMPORARY LIGHT, POWER, HEAT AND WATER

a. The Contractor shall provide all wiring, piping, metering equipment, fixtures, current, fuel, etc., for temporary light, power, heat and water required for the construction Work, and shall operate and maintain same at his own expense.

b. All wiring for electrical light and power shall be installed and maintained in a first-class manner, as ordered or approved, and securely fastened in place at all points. Unless otherwise authorized, circuits separate from lighting circuits shall be used for all power purposes. Electric light and power lines shall be kept as far as is practicable from telephone or signal wires and from wires for firing blasts. Special precautions shall be taken to avoid short circuits in any part of the wiring system. All wiring and conduits shall be removed when directed, on or before the completion of the Work of this Contract.

c. If, in the opinion of the Engineer, the temporary facilities provided by the Contractor are inadequate, the Contractor will not be permitted to proceed with any portion of the Work thereby affected.

d. The Contractor shall provide, at his own expense, the water supply necessary for drinking purposes, and all water required for the performance of the Work.

13. UNFORESEEN DIFFICULTIES

a. The Contractor shall bear all losses arising out of the nature of the Work to be performed under this Contract, or resulting from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the Work, or from the action of the elements, or from encumbrances on the site of the Work.

14. PHOTOGRAPHS OF PROJECT

a. The Contractor shall furnish photographs in the number, type and stage as enumerated

below:

(1). All facades and site features located within the contract limit line prior to commencement of construction.

(2). All facades and site features located within the contract limit line, at project completion.

(3). One (1) photograph of each easement and generally at special construction, sidewalk, sewer construction and as directed by the Engineer, taken prior to, and upon completion of construction. Photographs shall comprise a minimum total of fifty 3" x 5" color, glossy prints.

(4). In addition, the Contractor shall furnish photographs taken prior to commencement of construction along all State, County and Local roads, and at such other points as may be designated by the Engineer.

17. INSURANCE

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

18. LAYOUT OF WORK

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price(s).

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and safe guarding of all control points and bench marks set by the Engineer and his own forces. Any replacement or re-establishment of control points or bench marks by the Engineer, shall be at the expense of the Contractor.

The required horizontal and vertical control necessary to perform this work will be supplied by the Engineer at a later date.

19. WORK BY OTHERS

Private utilities, Contractors, Developers or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not so listed, shall be determined by the Contractor. When two or more contractors are working in the vicinity simultaneously the contractor shall conduct his work harmoniously with the requirements of the other contractors and shall not interfere with or delay their work.

It shall be the responsibility of the Contractor to coordinate his work under this Contract with the work being done by others in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Owner, Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute and acceptance of the other contractors works as fit and proper to receive his work, except as to defects which may develop in the other separate contractors work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Municipality or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, see General Condition hereof, Section 134, Arbitration and Litigation.

21. CONTRACTOR'S WORK AND STORAGE AREA

Approved areas within the Project Boundary are available for use by the Contractor, for work, storage of equipment, materials and trailers during the period of this Contract. The Contractor shall contact the Client to determine if any specific locations will be designated or gain their approval prior to using any other areas. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials except as otherwise specified and restore the site to its original condition as approved by the Engineer and at no cost to the Client.

22. "OR EQUAL" CLAUSE

UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors names, trade names, catalogue numbers, etc., the intent is to establish a standard. Any material, article, or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the engineer, of equal substance and function. Furthermore; the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment will be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense, make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the Owner for the engineering service.

24. RECORD DRAWINGS

Record Drawings will be made by the Contractor. The Contractor will be required to perform any necessary field measurements and provide reproducible record drawings.

26. CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES.

The Contractor's attention is directed to the State of New York, Department of Public Service code 16 NYCRR Park 753-"Protection of Underground Facilities;", call 1-800-962-7962 before digging.

27. COMPLIANCE WITH AIR AND WATER ACTS

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the following requirements shall be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Contract:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
- (3) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

28. GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to including but not limited to the following:

This Contract is made subject to the provisions of Section 103-a of the General Municipal Law of the State of New York, effective July 1, 1959, which section is as follows:

103-a. Grounds for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine this under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of

immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

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

Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director officer may be canceled or terminated by the municipal corporation or the district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal, corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

The Contractor's attention is also directed to the requirement of the General Business Law and amended NYS Industrial Code Rule #23 NYS Department of Labor, Board of Standards and Appeals. The general Business Law requires that a Contractor give the utility concerned 72 hours written notice in advance of any of his construction or blasting near gas facilities. Industrial Code Rule #23 requires that a Contractor give the utility concerned 24 hours notice before commencing any construction near an overhead or underground electric facility.

29. DAMAGES , VANDALISM AND GRAFFITI

The Contractor is hereby advised that until final inspection, approval and acceptance of all newly Constructed work including but not limited to the construction of new sidewalk, driveway aprons, pedestrian ramps, catch basin lids, concrete and stone curbing, asphalt and/ or right-of-way restorations; he shall remain entirely responsible for maintaining and protecting such work from all forms of damages and vandalism and graffiti

Should any damage, vandalism or graffiti occur before final acceptance of the work by the Village The Contractor shall correct, repair or replace any defected work under the direction of the Superintendent of highways and / or the Village Engineer at his own expense with no additional cost to the Village. The Village of Mamaroneck reserves the rights to withhold payment of contractual work for which damages, vandalism and or/ Graffiti has taken place until such a time whereas said defected work has been corrected by the Contractor to the Village's satisfaction.

30. EXISTING UTILITIES; UTILITIES SERVICE

Obstructions other than those as shown of the contract drawings may be encountered. The contractor shall understand that the Owner is not responsible for correctness or sufficiency of the information given and that he shall have no claim for relief from any obligation or responsibility under the contract because the extend, location, size, or character of any pipe, conduit, cable or other underground structure is incorrectly shown or has been omitted from the Contract Drawings. The Contractor shall notify all utility companies and authorities having buried utility service in the project area and file certificate of same with the Engineer prior to beginning work.

The Contractor shall maintain service in main lines and service connections for all utilities encountered, regardless of the type of utility or the arrangements necessary to maintain service. Water lines and service connections exposed during cold weather shall be protected against

freezing. Service connections may be cut only by permission of the Owner of the utility, and a temporary connection shall be installed immediately. The Contractor shall notify all utility customers before interrupting their service. A permanent, first-class replacement of the cutout portion of the service connections shall be installed and inspected by the owner of the utility before backfilling.

The Contractor shall protect all utilities and subsurface structures encountered in the work. Because he may encounter some utilities and subsurface structures not shown on the Contract Drawings, the Contractor shall proceed with caution in executing his work. Insofar as is feasible, the contractor shall not disturb existing utilities but shall support and sustain them. The contractor shall repair all damage to any utilities and pay all cost of protecting them and replacing them as necessary including service connections encountered in the course of the work, regardless of character, function, conditions, size, location, material, construction, ownership, or interference with the alignment of pipeline to be built, whether such existing utilities, structures, or service connections are shown or not shown.

The Contractor is held responsible for all damage to all utility or other underground or surface structures, whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged.

In addition to the general notification referred to above the Contractor shall advise such organizations at least 48 hours in advance of the time he proposes to start work in each street throughout the project, to allow representatives to locate their utility in the field.

The contractor shall notify the engineer of all exposed crossings where the utilities will have a clearance of 18" or less as measured between the outside walls of the pipe. The Contractor shall take all measurements he and/or the Engineer deem necessary to protect the existing and new pipes, sewers and utilities.

31. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law 220-h – On all public work projects of as least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

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

Proof of completion may include but is not limited to:

- copies of bona fide course completion card;
- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.

A certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed. **Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.**

The General Contractor will submit a copy of the certificate of each employee and subcontractor's employee to the Municipal Engineer or their authorized representative. These certificates will be randomly audited by the Municipality against contract employee payroll records submitted for payment.

VILLAGE OF HASTINGS-ON-HUDSON DOWNTOWN WIFI INFRASTRUCTURE PROJECT

OVERVIEW

1. Project Background and Description

i The Village of Hastings-on-Hudson is seeking qualified firms to add Wi-Fi infrastructure and service to its immediate downtown area to help serve the low/moderate income rental units and downtown open space areas. Our strategic goal is to ensure security, scalability, upgradeability, and ease of management while providing an infrastructure that is optimized for the casual user and that can sustain large volumes of periodic users. The work shall include access points, select fiber runs, and appropriate mounting hardware for each location, mounting brackets where required, a centralized management system, VLAN integration, all necessary software, annual licensing, recurring costs and on-site training to ensure transfer of knowledge to staff members.

2. Project Scope

i The Scope of Work includes building an outdoor municipal WiFi network, including fiber, access points, and mounting hardware as needed to ensure adequate coverage. This work will include all necessary wiring, conduit, hangars, hardware and software necessary to make the systems fully functional.

3. Standards

i The intent and outcome of this project will provide readily accessible and available access to Information Technology connections and meet the following standards at a minimum:

Background: The Village of Hastings-on-Hudson intends to create an accessible outdoor wireless network for low to moderate income residents, as well as visitors to the downtown and for special events, providing adequate coverage for both continuous use and periodic large groups. Please refer to the map for the scope of coverage.

Section L Scope of Services

Data Cabling: All required single-mode fiber 12-strand cable for this project will need to be included in the bids. Fiber runs will be to and from the Municipal Building, at 7 Maple Avenue and the James Harmon Community Center, at 44 Main Street. Fiber runs will be down Maple Avenue, Southside Avenue, Washington Avenue, North Street, Whitman Avenue, Warburton Avenue, and Broadway affixed to the utility poles. The bidder will be required to splice, terminate, and add junction boxes for APs. All cables running to Access Points must be run to code. In addition, network certification tests for all wireless cable runs will need to be conducted by Bidders testing for speed, cable feet and signal loss. Any cable that experiences any loss will need to be replaced before the completion of this project and retested with a satisfactory result. All testing results must be provided to the [Village Director of Technology](#) upon completion of this project.

Network Switches: [The Village will require the purchase, installation, and programming of compatible network switches.](#) If additional switches are determined to be required, network switches that match the specifications below must be included in the bid. Switches that will be installed in outdoor cabinets must have protection against lightning and surges.

Bandwidth: The objective of this project is to provide standard 802.11ax/WiFi6 Wi-Fi access to business and consumer class Wi-Fi devices found in notebook computers, tablets, and smartphones, and other devices. The primary use will be to provide Wi-Fi to support on-street operating of a highspeed wireless device for each user. . Although no estimate can be provided as to the expected service loads, it will be incumbent upon the vendor to provide user and packet prioritization to ensure guaranteed adequate bandwidth for system use. The system must support roaming capabilities within the coverage area on a symmetrical 100MB internet connection. [Proposals should include estimates for the number of client connections per zone,](#) maintaining a preferred connection speed of 20Mbps.

Management: Management capabilities of the Wi-Fi network must include cloud-based software utilities to administer and manage user sessions. The management utilities should also include the ability to set connection time limits for clients, 60 minutes for example, to help maintain network use integrity. [Network management capabilities should also include the ability to track and report anonymous use statistics.](#) These statistics will support the ability to analyze and track system performance and provide metrics for system improvements.

Software Compatibility: All integration/management software must be compatible with Windows operating systems. All wireless access points must fully support Windows, OS X, iOS and Android devices including, laptops, tablets, smartphones, printers and other wireless capable devices.

4. Performance Expectations

i **The Village will require a fully functional system which complies with the following expectations:**

Project Manager: The Bidder will designate a 'Project Manager' who will be responsible for coordination of all implementation and construction and provide a contact point for the Village on all work performed under this project. This Manager will also be responsible for the Quality Control for the installation of this system.

Aesthetics: All equipment (access points, antennas, customer-premises equipment (CPEs), power supplies, etc.) should not negatively impact the appearance of publicly visible areas.

Section L Scope of Services

Frequency Coordination and RF Analysis: The Village will assume that any design planning will incorporate analysis of existing RF frequencies and signal strengths, enabling frequency coordination with existing Wi-Fi networks and the proactive design and maintenance of equipment.

Security: The Bidder shall work with the Village to integrate the new Wi-Fi network into the existing security and network infrastructure. Proposed equipment must offer the latest security methods utilizing industry-standard technologies, and the system shall be configured to work in conjunction with existing content filtering and firewall appliances. The system must be upgradeable by way of firmware, software, or ROM upgrades as new security technologies are standardized. The contractor must ensure that proper security features have been installed and are functioning with new and existing equipment. It will be of critical importance that the network is secure from unauthorized access both internally and externally. In addition, all traffic on wireless network must function with best practices encryption performed at the access point to ensure security. The capability for the following must be included: upon connection, to the network, all users must acknowledge a user agreement to indemnify the Village.

Performance and Reliability: Any implemented network should maintain a minimum of 95% uptime of any managed device and connectivity. The proposed coverage area should have less than 10% geographic gap coverage of little to no signal strength, while maintaining average latency levels to not exceed 50-70ms. The system must have “self-healing” and mesh capabilities in the event of device failure, “hangs,” or connectivity problems. Contact and support numbers and information will be provided to report and escalate outages and/or other unanticipated network issues. This includes but is not limited to the installation and configuration of all access points, centralized management controllers, management software, rack/stack of any/all controllers, running of required fiber cables, terminate all cable at the AP locations and any additional components required for a secure enterprise wireless network.

Physical Requirements: All outdoor equipment must operate in an ambient temperature range of -40 degrees to +140 degrees Fahrenheit, have enclosure and cable connections that are tamper-proof, weatherproof and able to withstand shock and vibration and high wind speeds.

Testing: All necessary testing to assure acceptable service in the coverage area in all zones of the downtown. Once the integration of the new network is completed to expectations the contractor will provide a final quality control check to ensure all required elements are complete, accurate, and adaptable to the present and future needs of the Village. All work not found in conformance with the intent of the proposal shall be repaired promptly at no additional charge. The contractor must provide a guarantee that the system will operate and perform as advertised when the system is fully utilized. The contractor would be required to provide the appropriate devices at no charge if spaces are found that do not meet these performance requirements. The contractor will be required to provide technical support (either onsite or remotely) at no additional cost, for problems that occur due to design/implementation issues for a period of 60 days after the completion date of this project.

Warranty: Minimum two years on parts and labor.

Training and Documentation: The implementation of the wireless network must include a minimum of 4 hours training and detailed documentation for all aspects of installed network including heat charts, network diagrams and technical/configuration notes/explanations. All proposals should indicate the training areas covered and the length of time each training session will last.

Section L Scope of Services

5. Technical Specifications

i The technical details below require a complete logistic solution for each specified deliverable to be a part of a fully modernized and integrated environment. The need is to procure the required hardware, peripherals, software and labor for the installation of this modernization to a robust infrastructure.

Acquire qualified labor for cabling, configuration, and installations of the following equipment or approved equal:

- Ubiquiti UniFi Pro 48-Port PoE Switch – Quantity: 2 minimum
- Ubiquiti UnFi Pro 24-Port PoE Switch – Quantity: 10 minimum
- Ubiquiti UniFi 25 Gbps Single-mode Optical Module with 10km capability – Quantity: 20 minimum
- Ubiquiti UniFi6 Long-Range Access Point – Quantity: 10 minimum
- Ubiquiti UniFi Switch Flex Utility – Quantity: 20 minimum
- 12-strand flat single-mode outdoor fiber – Quantity: 10,000 LF

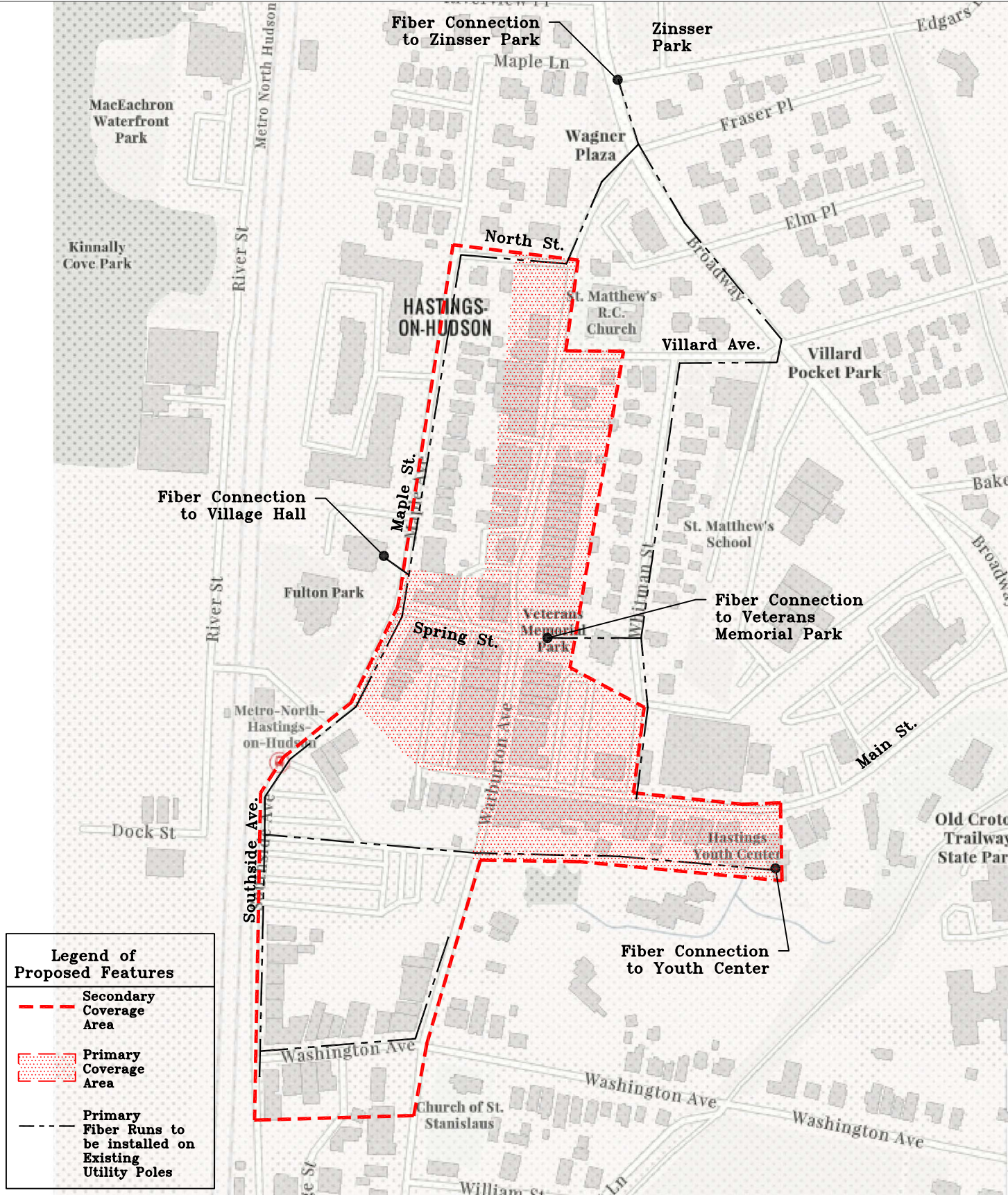
The above are estimated quantities expected.

6. Mandatory Pre-Bid Meeting

i Mandatory Site Visit to be held on **Friday, October 14, 2022, 10 a.m. at the Village Hall, 7 Maple Avenue, Hastings-on-Hudson, NY 10706; meet at the Village Clerk's office.** Only those bidders who attend the site visit/pre-bid meeting will be eligible to bid. Questions with regards to this meeting can be directed to Rafael Zaratian (914) 490-2033.

7. Specific Requirements for Installation

i No hardware shall be mounted above the top of each light enclosure on decorative streetlamps, or at reachable height from the sidewalk, curb, or other walking surface.



Legend of Proposed Features

- Secondary Coverage Area
- Primary Coverage Area
- Primary Fiber Runs to be installed on Existing Utility Poles

<p>Westchester [REDACTED].com</p> <p>DEPARTMENT OF PLANNING DIVISION OF DESIGN</p> <p>MICHAELIAN OFFICE BUILDING 148 MARTINE AVENUE WHITE PLAINS, NY 10601</p>	<p>DOWNTOWN WiFi INFRASTRUCTURE PROJECT</p> <p>HASTINGS-ON-HUDSON, NY</p>
<p>DOWNTOWN WiFi COVERAGE MAP</p>	<p>SEPTEMBER 30, 2022</p>
<p>DRAWN BY: SBL</p>	<p>CHECKED BY: SBL</p>
<p>N.T.S.</p>	