# VILLAGE OF GREENPORT SUFFOLK COUNTY, NEW YORK



## BID PACKAGE AND SPECIFICATIONS

for

## VILLAGE OF GREENPORT REPLACEMENT OF BAYMEN'S DOCKS 2023

MAYOR HON. KEVIN STUESSI

## TRUSTEES

MARY BESS PHILLIPS Deputy Mayor JULIA ROBINS

PATRICK BRENNAN LILY DOUGHERTY- JOHNSON

Paul J. Pallas, P.E. - Village Administrator Candace Hall - Village Clerk Adam Brautigam - Deputy Village Treasurer Brian S. Stolar, Esq. - Village Attorney

# BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF GREENPORT

PLEASE TAKE NOTICE that the Board of Trustees of the Incorporated Village of Greenport is soliciting sealed bids for: Replacement of Baymen's Dock 2023

The Village of Greenport will accept sealed bids only at the Office of the Village Clerk, Greenport Village Hall, 236 Third Street, Greenport, New York 11944, during the regular business hours of 8:30 a.m. through 4:30 p.m. beginning Thursday, December 7, 2023 until 3:00 p.m. on Thursday, December 21, 2023, at which time all timely received sealed bids will be opened.

Bids received after that date and time will be considered non-compliant and rejected.

## VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023

## GENERAL DESCRIPTION: Replacement of Baymen's Dock.

Copies of Bid Specifications and Documents may be obtained beginning on Thursday, December 7, 2023, from 8:30 a.m. through 4:30 p.m. at the Office of the Village Clerk, Greenport Village Hall, 236 Third Street, Greenport, New York 11944, and are available on the official Village of Greenport website: <a href="https://www.villageofgreenport.org">www.villageofgreenport.org</a>.

Bids must be filed in accordance with the specifications of the Village of Greenport and Municipal Law Section 103. Bids should indicate on the outside of the sealed envelope:

### "Replacement of Baymen's Dock 2023"

Bids must be either hand-delivered to the Village Hall as indicated or sent by overnight mail to be received no later than 3:00 p.m. on Thursday, Thursday, December 21, 2023 Bids shall be addressed to Village Clerk, Village of Greenport, 236 Third Street, Greenport, New York 11944.

The Village of Greenport reserves the right to reject any/all bids or to waive any irregularity in a bid, and further reserves the right to accept the lowest responding bid that is deemed to be in the best interest of the Village of Greenport.

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital or financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement. The Village of Greenport encourages bids for public contracts and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport may solicit bids and contracts from such entities with respect to the Contract noticed herein.

#### NO BID WILL BE ACCEPTED AFTER THE DATE AND/OR TIME SPECIFIED.

BY ORDER OF THE VILLAGE OF GREENPORT BOARD OF TRUSTEES Village Clerk Candace Hall

#### NOTICE TO BIDDERS

SEALED BIDS ONLY will be received by the Village Clerk of the Village of Greenport at the Greenport Village Hall, 236 Third Street, Greenport, New York 11944, during the regular Village business hours of 8:30 a.m. until 4:30 p.m. from Thursday, December 7, 2023 until 3:00 p.m. on Thursday, Thursday, December 21, 2023 at which time all properly received sealed bids will be publicly opened and read aloud. The Contract will be awarded as soon thereafter as practical and as the Board of Trustees so determine; for:

#### "Replacement of Baymen's Dock 2023"

Bid and Contract Documents, including Plans and Specifications, may be obtained and examined at office of the Village Clerk at the Greenport Village Hall during regular business hours Monday through Friday, beginning on December 7, 2023, or on the Village website at www.villageofgreenport.org. Each interested party appearing and requesting a printed set of Contract Documents will be required to pay a nonrefundable fee of FIFTY DOLLARS (\$50.00) payable to the Village of Greenport.

Each Bid submitted with respect to this Contract must be accompanied by a non-collusion statement pursuant to Section 103 of the General Municipal Law.

No Bidder shall be considered a responsible bidder by the Board of Trustees of the Village of Greenport where the Bidder is in arrears to the Village of Greenport, or is in default as surety or otherwise upon any obligation to the Village of Greenport. The Board of Trustees may consider previous performance of any contract by the Bidder in determining responsibility.

The Village of Greenport reserves the right to reject any and all Bids received, to waive informalities and to increase, decrease, or omit any portions of the Bid Specifications. Subject to the foregoing, the Village of Greenport will award the Construction Contract to the Bidder which in the opinion of the Board of Trustees is the lowest responsible Bidder qualified by past experience to satisfactorily perform the work required by the Contract and furnishing the required security.

The successful Bidder must maintain Workers' Compensation Insurance within the statutory limits, Automobile Liability Insurance, and Property Damage and General Liability Insurance Policy with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, for the benefit of the successful Bidder and naming the Village of Greenport as additional insured and provide the Village with copies of the insurance policies with the copies of the Contracts that have been executed by the successful Bidder as required policies.

#### INSTRUCTIONS TO BIDDERS

## VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023

#### 1. RECEIPT AND OPENING OF BIDS

The Village of Greenport invites bids on the forms herein provided for "Replacement of Baymen's Dock 2023" at the time, date and place indicated in the Invitation to Bid.

#### 2. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the Bidder. The complete bid for this work shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is itemized on the bid form. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern. Any Bid, submission or proposal that contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or that contains irregularities of any kind, may be deemed by the Board of Trustees to be nonconforming or nonresponsive and to constitute sufficient cause for rejection of that Bid.

#### 3. QUALIFICATION OF BIDDERS

- A) Forms for qualification of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided, and the three lowest bidders shall be prepared to file at the option of the Village said form, properly filled.
- B) Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Village Clerk, a new one need not be submitted provided the information contained therein is not more than thirty (30) days old at the time of the opening of bids and provided the Contractor has not materially changed since submission of said statement.

#### 4. REJECTION OF BIDS

- A) The Village Board reserves the right to reject any bid if the evidence submitted in the qualifications statement or an investigation of such bidder fails to satisfy the Village Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- B) The Village Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, and to accept the responsive bid or part thereof which it deems most favorable to the Village after all bids have been examined and / or checked. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read aloud.

#### 5. BIDDER'S RESPONSIBILITY

A) The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to perform the work in accordance with this bid, including all other expenses incidental thereto.

- B) Bidder must examine this bid and the existing facilities and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomsoever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.
- C) The Bidder shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he/she may encounter or create, without extra cost to the Village.
- D) No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution or the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for extension of time.

#### 6. TERMS AND CONDITIONS

The successful bidder is warned that the work specified in the Conditions of Contract, together with the Information for Bidders, Form of Bid, Specifications and instructions of the Village Administrator or his duly authorized representative will be rigidly enforced.

#### 7. FOREIGN CONTRACTORS

Foreign Contractors must comply with the provisions of Articles 9-A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state of foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

### 8. LIEN LAW

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5 of the Lien Law, as amended, in relation to funds being received be a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. The payment requisition shall be accompanied by an affidavit of compliance with the Lien Law.

#### 9. SUBCONTRACTORS AND ASSIGNMENT

The successful bidder may not subcontract or assign their rights or responsibilities under this bid without the prior written approval of the Mayor or Village Administrator.

#### 10. ADDENDA AND INTERPRETATIONS

Every request for information or interpretations of the Contract Documents or Drawings must be addressed in writing to Candace Hall, Village Clerk, Village of Greenport, 236 Third Street, Greenport, New York, I 1944, or by e-mail to: chall@greenportvillage.org and to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of bids. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be mailed to all perspective bidders. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligation under this bid as submitted. Any addenda so issued shall become part of the Contract Documents.

#### 11. EXEMPTION FROM SALES AND US TAXES

In accordance with New York State Tax Law, political subdivisions, including the Village, are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in Tax Law 115 (a) (15) and (16);

- (15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of section 116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.
- (16) Tangible personal property sold to a contractor or repairman for use in maintaining. Servicing or repairing real property, or land of an organization described in subdivision (a) of section 116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into a contract with the Village of Greenport shall be exempt from payment of sales and use tax as described above. Procedures and forms are available to the contractor directly from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus. Albany, New York, 12227.

#### 12. METHOD OF AWARD

All bids will be compared based on the lowest bid price(s) submitted for the work to be done in addition to the qualifications of the bidder. Bidder may be requested to submit additional information such as references, financial information or other items deemed relevant by the Board.

### 13. TIME FOR COMPLETION OR DELIVERY

Work must be delivered within two (2) months of the later the Village's providing the successful bidder with a signed Construction Agreement and issuance of Notice of Commencement unless a later delivery date is authorized by the Village when providing a copy of the signed Construction Agreement.

#### PAYMENTS

Supplier shall be paid by the Village within forty-five (45) days after proper and accepted completion of the required work and submission of a claim form by the successful bidder.

#### 15. LABOR LAW

The Contractor and each and every subcontractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York

#### 16. LIQUIDATED DAMAGES

Liquidated damages in the amount of \$250.00 per day may be assessed for each consecutive calendar day of delay not excusable as provided in the Bid or Contract Documents.

#### WAGE RATES

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law (Article 8), which are to be paid on this project, have been ordered from the Labor Commission. Bidders may download the latest copy of the applicable wage rates for this project from the NYSDOL web site.

#### 18. INSURANCE REQUIRED BY THE VILLAGE OF GREENPORT

The successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract:

- (a) Workers' Compensation Insurance
- (b) Property Damage (\$1,000,000/\$2,000,000)
- (c) Public Liability (\$ 1,000,000/ \$ 2,000,000)
- (d) Liability Coverage for all vehicles, (\$1,000,000 / \$2,000,000)

The Village shall be named as additional insured and the original policies shall be filed with the office of the Village Clerk.

#### 19. EQUAL EMPLOYMENT OPPORTUNITY

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport will solicit bids and contracts from such entities with respect to the public work noticed herein.

#### 20. LETTER OF TRANSMITTAL

The required Letter of Transmittal shall contain the name, address and telephone number of the Bidder and shall contain wording to the effect that attached is a completed Bid form for VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023 including those items required to be completed in the Bid Specifications and all related Addenda.

#### 21. SCOPE OF WORK

See attached specifications

See Bid Form

#### BID FORM

## VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023

Village of Greenport 236 Third Street Greenport, New York 11944

Bidders:

The undersigned bidder has carefully examined the Bid and Construction Documents for the equipment, is familiar with the specifications and will provide equipment and incidentals as necessary and called for by the said Bid and Construction Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder:	
Address of Bidder:	
EIN No:	
Contact Phone No,	
Contact E-Mail:	
Signature:	
Signed By (printed name)	·
Title:	
Date:	

## VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023

# BID FORM (CONTINUED)

Name of Bidder:			=
Replacemen	125	's Dock 202	
GENERAL DESCRIPTION OF WORK: Replacen Total Project Bid/Construction Price in Words:	To	tal Project B	id/Construction Price in Numerals:
			1
		=	

## VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023

## BID FORM (CONTINUED)

Name of Bidder:
Pursuant to, and in compliance with, the advertisement for bids and the instructions to Bidders relating hereto, the undersigned, as a Bidder, proposes and agrees, if this bid is accepted, to complete the work as required by the manner therein prescribed by the Purchaser prior to the opening of bids.
Liquidated damages in the amount of \$250.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Work must be completed within two (2) months of the late the Village's providing the successful bidder with a signed Construction Agreement and issuance of Notice of Commencement unless a later delivery date is authorized by the Village when providing a copy of the signed Construction Agreement.
Signature:
Title:
Date:

## NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF)
COUNTY OF)
, being duly sworn, deposes and says that:
He/She/They is (owner, partner, officer, representative, or agent) of
That he/she/they is fully informed respecting the preparation and contents of the attached bid, and of all pertinent circumstances respecting such bid; and
That such bid is genuine and is not a collusive or sham bid; and
That neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or agreed to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any other Bidder to fix the prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or that of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Greenport, Suffolk County, New York or any other person or firm interested in the proposed Contract; and
unlawful agreement on the part of the Bidder, or any of its officers, agents, representatives, owners, employees, or parties in interest, including this affiant.
IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this day of, 20
President (or authorized agent of corporation)
Sworn and subscribed to before me this day of, 20
Secretary

## DISCLOSURE CERTIFICATE

STA	ATE OF)			
COL	JNTY OF	)		
_	, being d	uly sworn, deposes and says t	nat:	
(1)		, partner, officer, repre	esentative, or agent)ubmitted the attached Bid; and	0
(2)	That the following is a commore of its stock of any classification interest in the partner.	ass, or a listing of all partners	ockholders or partners who own ten percent in the partnership who own a ten percen	nt (10%) o nt (10%) o
NAI	ме	ADDRESS	PERCENT OWNERSHIP	
NO'	ΓΕ: Continue on separate she	et until all stockholders/partne	ers exceeding the 10% ownership criteria a	re listed.
	WITNESS WHEREOF, the u	ndersigned has caused this Cer	tificate to be executed this day of	ſ
			President	
		(or autho	rized agent of corporation)	
	orn and subscribed efore me this day o	, 20	<del></del>	
		<del>1-20-2</del>	Secretary	

#### BIDDER CERTIFICATIONS

Bidder Note: All Certificates in this Section must be completed by the Bidder and included with the Bid. CERTIFICATE OF BIDDER QUALIFICATIONS STATE OF.....) COUNTY OF..... ) , being duly sworn, deposes and says that: (1) He/She/They is (owner, partner, officer, representative, member or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid; and That the Bidder owns, leases or controls the necessary equipment required to perform the work described in the Plans, Specifications and Contract to be executed by the Bidder and the Village of Greenport, New York; and (3) That the Bidder is financially capable of accomplishing the work to be performed as described in the Plans, Specifications and Contract to be executed between the Bidder and the Village of Greenport, New York; and (4) That the Bidder is fully qualified to perform all phases of the work as described in the Plans, Specifications and Contract to be executed between the Bidder and the Village of Greenport, New York. IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this day of \_\_\_\_\_, 20\_\_\_\_. President (or authorized agent of corporation) Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_ . Secretary

## CONFLICT OF INTEREST CERTIFICATE

STA	TE OF)
COL	JNTY OF)
	, being duly sworn, deposes and says that:
(1)	He/She/They is (owner, partner, officer, representative, or agent) of the Bidder that has submitted the attached Bid; and
(2)	That no officer or employee of the Village of Greenport, New York has prior knowledge of the amount of Bidder's Bid; and
(3)	That no officer or employee of the Village of Greenport, New York has any ownership or other interest in the Bidder's business or operations; and
(4)	That no officer or employee of the Village of Greenport, New York will participate in any profits, receive any compensation, commission, gift or other reward for his services as a result of the Bidder obtaining this Contract.
	VITNESS WHEREOF, the undersigned has caused this Certificate to be executed this day of, 20
	(authorized agent of corporation)
	rn and subscribed efore me this day of, 20

## BIDDER'S CERTIFICATE OF CRIMINAL NON-INVOLVEMENT

STA	TE OF	)	
cot	JNTY OF	)	
_		_, being duly swor	n, deposes and says that:
(1)	He/She/They is of	(owner, partne	er, officer, representative, or agent) _, the Bidder that has submitted the attached Bid; and
(2)		torship, partnership	indirectly or beneficially in the Bidder's business (regardless of type of p, corporation, association or any other form of business entity, has ever
	VITNESS WHERE	Salar a managar a series de la company d	d has caused this Certificate to be executed this day of
			President (or authorized agent of corporation)
Swo to be	rn and subscribed efore me this	day of	, 20
			Secretary

NOTE: If the above cannot be certified to, attach to this Certification a separate page stating the details in full. Give names of persons convicted for each offense, their respective position and title, nature of the offense, date thereof, court in which matter was entered and sentence imposed, if any.

#### ACKNOWLEDGMENT AND RECEIPT OF ADDENDA

#### VILLAGE OF GREENPORT

Addendum No.:	
Signature of person, firm or corpora	ation making this proposal:
	(Contractor)
	(Title)
P.O. Address:	
Phone No.:	Dated:
The full names and addresses of all ollows:	persons interested in the Proposal or principals are a
Name	Address

The Village Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Village.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written contract with the Village no later than thirty (30) days after the date of the Notice of Award of this bid and to furnish all required security for faithful performance of the terms of said contract and the insurance as required by the conditions of Contract, and to process the work diligently so as to complete all the work required under this contract within the time frame outlined in the Bid Specifications, Paragraphs 2 and 5.

#### **AFFIDAVITS**

#### VILLAGE OF GREENPORT

# FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL STATE OF NEW YORK )ss: COUNTY OF \_\_\_, being duly sworn, deposes and says: I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true. (Signature of person who signed bid Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_ (Notary Public) FORM OF AFFIDAVIT WHERE BIDDER IS A FIRM STATE OF NEW YORK )ss: COUNTY OF \_\_\_\_\_, being duly sworn, deposes and says: I am a member of , the firm described in and which executed the foregoing bid. I subscribed the name of the form thereto on behalf of said firm, and the several matters therein stated are in all respects true. (Signature of person who signed bid)

Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_

(Notary Public)

## FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK	)	Matrix :
COUNTY OF	);	ss:
	, being duly	sworn, deposes and says: I am the
of_		, the above named corporation, whose g bid. I reside at
name is subscribed to and which exec	cuted the foregoing	g bid. I reside at
	in the	of
	, State of	. I have knowledge of the several matters
therein stated are in all respects true.		<del>- Perintagan - Perintagan - Perintagan - Perintagan Perintagan - Perintagan - Perintagan - Perintagan Perinta</del>
(Signature of person who signed bid)		
Subscribed and sworn to before me the (Notary Public)	nis	day of,

#### CERTIFICATE OF EXPERIENCE

#### VILLAGE OF GREENPORT

Bidder certifies of that they are in possession of all necessary licenses, permits, insurances and all other items required by applicable laws and regulations for the Replacement of Baymen's Docks and that they have the necessary equipment, trained personnel and experience to provide the equipment to the Village of Greenport, and bidder has provided similar equipment for municipalities at no less than five (5) municipal / commercial locations within the past five (5) years, and that each contract has been performed successfully without incident.

Municipality	Equipment	Name, Tel. No. of Engineer of Municipal Contact
	-2-2	Name of Bidder
	Ву	

#### BID SPECIFICATIONS

## VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023

#### GENERAL SCOPE OF WORK:

The scope of the work is as follows:

The Village of Greenport's Baymen's Dock is located on Beach Rd. in Greenport and consist of a series of floating docks and fixed pier with an access ramp. The floating dock system and ramp is in need of replacement and/or repair. A full replacement will consist of the following labor and material items:

#### Floating Dock Materials:

- 3" CCA Outside Stringers
- 2" CCA Inside Stringers
- 2" CCA Decking
- DOW Styrofoam (or equal) or Plastic Tubs floatation
- 4"x 4" CCA Posts or 10" Galvanized Cleats
- 1/2" Galvanized Hardware
- Pilings as needed

## Ramp Material:

- Wood or Aluminum

## Labor Scope:

- Remove and Dispose of existing floating docks
- Construct and install new floating docks using existing piles
- Remove existing ramp
- Install new ramp
- Remove and dispose of pilings as needed
- Install pilings as needed

#### GENERAL CONDITIONS

#### 1. TERM OF CONTRACT AND PRICE ADJUSTMENTS

Bids <u>must be submitted</u> based on the delivery of the specified equipment within two months of the delivery of an executed agreement and notice to proceed.

#### 2. COMMENCEMENT DATE

Contract work must be started within one (1) week and completed within two (2) months of the delivery of an executed Construction agreement and Notice of Commencement.

#### 3. FEDERAL, STATE AND VILLAGE REGULATIONS

All operations conducted by the Bidder in performance of the work under the Contract must meet all Federal, State, County and Village of Greenport Safety, Environmental, Emission and Road Restriction requirements in effect on the date of commencement and throughout the life of the Contract. The Bidder covenants and agrees at all times during the effective term of the Contract to observe all applicable Federal, State, County and Village laws, ordinances and regulations.

#### 4. HOLD HARMLESS

The Bidder agrees to and shall indemnify, hold harmless and defend the Village, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incidental to any work done in the performance of the Contract arising out of a willful or negligent act or omission of the Bidder, its officers, agents, servants and employees; provided, however, that the Bidder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and/or attorney's fees arising out of a willful or negligent act or omission of the Village, its officers, agents, servants and employees, or third parties.

#### 5. INSURANCE

Bidder shall purchase and maintain at all times during the term of the Contract such insurance as will protect Bidder and the Village of Greenport from claims which may arise out of or result from the Bidder's operation under the Contract, whether such operations be by the Bidder or by any subcontractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. The Village of Greenport will be named as an additional insured on all insurance policies.

Minimum acceptable insurance coverages for the Contract are:

#### INSURANCE DESCRIPTION LIMITS OF LIABILITY

Workers' Compensation Statutory

Commercial General Liability \$1,000,000/\$2,000,000
Property damage \$1,000,000/\$2,000,000

Liability and Commercial

Automobile Liability \$1,000,000/2,000,000

Insurance Policy naming the Village as additional insured shall contain the following obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this policy is issued, and the stated coverages are in force at this time. In the event of cancellation or material change in a policy that affects the additional insured, thirty (30) days prior written notice will be given the additional insured."

Proof of Insurance (Insurance Certificate) must accompany bid.

#### 6. NO DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, age, creed, color, disability, sex or national origin (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) intimidate any employee hired for the performance or work under this Contract.

#### 7. NEW YORK STATE LABOR LAW COMPLIANCE

This project is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, and neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. This project has been registered with the New York State Department of Labor as a public works project and a schedule of prevailing wages for Suffolk County is available from the New York State Department of Labor and will be provided to the Contractor with the Contract herein.

#### 8. CERTIFICATES

The Bidder must complete all Certificates throughout the Bid Documents as a part of the Bid.

#### 9. RIGHT OF VILLAGE TO TERMINATE CONTRACT

The Village may terminate the Contract if the work to be done is abandoned or not timely performed by the Bidder, if the Contract is assigned without the prior written consent of the Village, if the Bidder is adjudged bankrupt, or if a general assignment of the Bidder's assets is made for the benefit of creditors, or if a receiver is appointed for the Bidder or any of his property, or if at any time the Village determines that the work performance under the Contract is being unnecessarily delayed, or the Bidder is violating any of the material conditions of the Contract, or that the Bidder is executing the same in bad faith or otherwise not in accordance with the terms of said Contract, then, in the event any of the foregoing occurs, the Village may serve written notice upon the Bidder and his Surety of the Village's intention to terminate the Contract.

Unless within thirty (30) days after the serving of such notice a satisfactory arrangement is made for continuance, the Bidder shall be deemed in default and the Contract shall be automatically terminated, the Village may take over and prosecute the work to completion, by contract or otherwise. The Bidder and his Surety shall be liable to the Village for all damages, as well as excess costs sustained by the Village by reasons of such prosecution and completion by the Village, inclusive of any optional extensions of the contract.

In the event the Bidder shall be adjudged bankrupt and a receiver appointed or a general assignment for the benefit of creditors is made, or the Bidder is proven insolvent or fails in business, the Contract shall not be an asset of the Bidder. In the event of termination, irrespective of the reason, the Village retains the right but not the obligation to purchase the Bidder's equipment at fair market value.

#### PAYMENTS

Bidder as contractor shall be paid by the Village within forty-five (45) days after complete and proper submittal of required invoices consistent with the terms and conditions of the Contract. Bidder must submit certified payrolls

confirming compliance with the New York State Labor Law prevailing wage requirements for any work that is subject to prevailing wage requirements.

#### 11. BREACH OF CONTRACT

The Contractor will be in breach of the Contract;

- A. If the contractor fails to perform, fails to timely perform or fails to perform in satisfactory manner as required in this Contract, or fails to perform within applicable Federal, State, County, Town and Village laws, regulations and ordinances, the Village shall have the right, in addition to the penalties set forth above, to take whatever corrective action as the Village deems appropriate, including, but not limited to withholding of Contract payments, terminating the Contract or calling upon the Surety which has issued the Performance Bond or defaulting to cash bond and all interest which may have accrued from the date of the initial deposit with the Village.
- B. If the Contractor is guilty of any breach hereof, or fails to satisfy any liability to any third person arising out of the work, or becomes insolvent or bankrupt, or if Contractor's property or affairs are placed into the hands of a Receiver or Trustee or Assignee for the benefit of Creditors or Referee or if any claim or damage or cost or expense arising directly or indirectly out of the Contractor's operations is made, caused, or incurred by, to or against the Village shall be entitled:
- To withhold, out of monies otherwise due such sums as the Village deems necessary to protect it from loss
  or delays to assure the payment of just claims, damage, costs or expense, and to apply them for the
  Contractor's account as the Village deems best to secure such protection.
- To take over and complete the work or any part thereof for the Contractor's account, taking possession of and using any facilities provided by the Contractor.
- 3. To terminate the Contract as to all or any part of the uncompleted work.
- 4. To exercise any appropriate right or remedy at law or in equity or upon the Contractor's surety bond.
- 5. No act or omission of the Village shall constitute an estoppel against the Village or a waiver of any provision of this Contract or any election to pursue exclusively any right or remedy, saving only an express written declaration to that effect, and no waiver by the Village of any breach shall constitute a waiver of any breach by the Contractor.
- The Village, upon a breach by the Contractor, may seek to provide the services to be provided by the Contractor by another source or provider as the Contract Work consists of essential services to the Village.

#### 12. TERMINATION

- A. Termination for Cause: Failure by the Contractor to perform any of the obligations under this Contract in good faith or breach of this Contractor shall be considered "cause" for termination of this Contract. The above shall not be considered exclusive reasons to terminate for this Contract.
- B. Termination for failure to comply with General Municipal Law (GML)§103-a: Pursuant to the provisions of GML §103-a it is hereby provided that upon the refusal of a person when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof 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 a member, partner, director or
    officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or
    entering into any contracts with any municipal corporation or any public department, agency, or
    official thereof, for goods, work or services, for a period of five years after such refusals, and;
  - 2. Any and all contractors made with any municipal corporations or any public department, agency or official thereof since July 1, 1959 by such person, and by any firm partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

- C. Notice, Cure: in the event of a breach or default by the Contractor and an election by the Village to terminate this Contract, the Village shall send a Ten (10) Day Notice to Cure and Intent to Terminate in accordance with the notice provisions of the Contract. The Notice shall specify the breach, and the cure, if any, that is required to be made. If the Contractor fails to substantially cure as designated or there is no cure that can be made, the Village shall then on the expiration of ten (10) days from the date of the Ten (10) Day Notice send to the Contractor a Notice of Termination in accordance with the notice provisions of the Contract. The Contract shall be terminated upon sending by the Village of the Notice of Termination.
- D. Uncontrollable Circumstances; Neither the Contractor nor the Village shall be liable for the failure to fulfill their responsibilities as provided for in this Contract nor for any resultant damages or financial losses if such failure is caused by a catastrophe, riot, war or governmental disorder.

#### 13. BINDING EFFECT

The provisions, covenants and conditions in this Contract apply to bind their parties, their legal heirs, representatives, successors and permitted assignees.

#### 14. CONTRACT AMENDMENTS AND MODIFICATION

No modification or amendment of the terms hereof shall be effective or binding upon the Village unless written and signed by the authorized representatives of the Village and the Contractor. A signed original is to be fastened to the original Contract with signed copies retained by both parties.

#### 15. NOTICES

All communications or notices between the Contractor and the Village shall be to the Mayor and the Contractor at their respective addresses as shown on the Contract, unless amended, in writing. Any notice hereunder shall be given by certified mail, return receipt requested and regular mail addressed to the Contractor and the Village at the addresses indicated in the Bid and Contract documents.

#### 16. RELATIONSHIP AS INDEPENDENT CONTRACTOR

The Contractor shall exist and operate as an independent contractor only and the Village shall have no obligations or responsibility with respect to the services provided or the employees or obligations of the Contractor or have any fiduciary responsibility with respect to the Contractor.

#### 17. GOVERNING LAW AND JURISDICTION

The construction and interpretation of the terms and the conditions of this Contract shall be in accordance with the laws of the State of New York. The parties agree that any action, suit or proceeding arising out of this Contract or any transaction contemplated hereby shall be heard only in the State Courts of the State of New York located in Suffolk County.

#### 18. NO THIRD PARTY BENEFITS

The provisions of this Contract are for the benefit of the parties only and shall not establish, of themselves, any rights or any liabilities to third parties.

#### 19. REQUIRED PROVISIONS

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistakes or otherwise such provision is not inserted, upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

## 20. WAIVER

The failure of either of the parties at any time to insist upon the strict observance of any of the provisions of this Contract, or to exercise any rights in respect hereto, or to exercise any election herein provided, shall not be construed as a waiver of such provision, right or election or in any way affect the validity of this Contract.

#### 21. ENTIRE AGREEMENT

The Contract and all documents incorporated herein contain the entire agreement and understanding between the parties as to the subject matter hereof. This Contract may not be changed, modified, or supplemented in any way except by an instrument in writing executed by both parties.

## CONSTRUCTION AGREEMENT

address	Agreement made this day of January, 2024 by and between the Village of Greenport, with an office of 236 Third Street, Greenport, New York 11944, (the "Village"), and
with an Replace	office address of ("contractor") regarding the ement of Baymen's Dock (the "Bid Work"), as indicated in the descriptions of the work as set forth in
	proposal to the Village of Greenport dated (the "Proposal").
1.	CONTRACTING OF CONTRACTOR
copy of Agreem includin Conditi Certific	Ilage contracts with
2.	PURCHASE/SUPPLY DESCRIPTION
The Bio	dder shall supply and install material as specified in the Bid and Contract Specifications.
3.	SCOPE OF SERVICES; CHANGE ORDERS
	A. The Bid Price shall consist of the services pursuant to the Bid Specifications and proposal attached hereto.
	B. Change Orders or other additional work authorizations may be made with the prior written approval of the Mayor and Board of Trustees only, in advance of the work to be done. The scope of services for the additional Change Orders or additional work authorizations and any cost thereof shall be detailed in the specific Task or Change Order.
4.	REPRESENTATIONS AND DUTIES OF CONTRACTOR
entering have su	acknowledges that the Contract Work is specialized work that requires a specialized expertise, cations and licensing. Contractor represents as a condition of this Agreement and to induce the Village into g this Agreement, and the Village relies on that representation, that Contractor and its employees and officers officient training, expertise, qualifications and licensing to satisfactorily perform the Contract Work and to the specified equipment.
5. familia	Contractor further represents that Contractor has made a thorough review and inspection of the sites and is r with the sites and premises and the work to be performed by Contractor thereon.
6. accorda	All work performed under this Agreement is to be done in a professional and workmanlike manner in ance with the requirements of the relevant regulations.
7. and det	Contractor shall be responsible to properly maintain the sites and premises in a clean manner, free of papers oris.
8.	ENVIRONMENTAL HAZARDS
	The Project and Contract Work may contain and involve associated environmental – asbestos and leads. All contractors, sub-contractors, trades people, employees and workers, are required to safeguard

themselves and their employees and personnel, as well as the public, from those hazards, and to protect the Project premises and surrounding areas from unnecessary contamination, and exercise good, clean, safe practices in accordance with the requirements of the US OSHA, US EPA, NYS DOL and other Federal, State, County and local regulations.

#### 9. PERMITS AND LICENSING

- A. Contractor shall obtain at its own cost and expense any and all permits and approvals necessary to perform the Contract Work- supply the specified equipment.
- B. Contractor represents that Contractor and its employees and workers, and Contractor subcontractors, if any, presently have and will maintain during all times hereunder during which Contractor or its subcontractors are performing Contract Work, all necessary Federal, State, County and Local licenses that are required to perform the Contract Work and further that those licenses are in good standing with the issuing authorities. Contractor shall provide those licenses on request by the Village.

#### COMPENSATION

The Compensation to be paid by the Village to Contractor for the performance of the Contract Work shall be the compensation as detailed in the Proposal upon (A) the satisfactory completion of all Contract Work, delivery of properly installed material, and the submission of all required documents including but not limited to a waiver and release of lien formG; (2) review and certification by Village of satisfactory completion of work billed for in a satisfactory manner; and (3) the production of the required warranty.

#### PERIOD OF SERVICE

Contractor shall commence the Contract Work not later than forty-eight (48) hours after the receipt by Contractor from the Village of a fully executed Contract. Contractor shall then proceed and continue the Contract Work on a diligent basis until completed in the time periods specified in the Bid Documents. Except for the obligations of Contractor which pursuant to this Agreement and the Bid Documents shall continue after the completion of the Contract Work, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to Contractor for the completion of the Contract Work.

#### 12. PAYMENT

Contractor, shall submit on Contractor standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by Contractor and Contractor shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on timely and satisfactory completion of all Contract Work and the submission of all required documents by Contractor. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

#### DATA TO BE FURNISHED BY VILLAGE

The Village shall provide Contractor with all documents, records and data in the Village's possession, or which may be available to the Village, which are relevant to the Contract Work.

### 14. INDEPENDENT CONTRACTOR

Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Contractor only. Such personnel shall not be, and shall not be deemed to be, employees of, nor have any separate employee or contractual relationship with the Village. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their

work or involvement in performing the Contract Work, to any agency or department, in any forum or review of the Project or otherwise.

#### 15. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Incorporated Village of Greenport, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of or to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by Contractor or its subcontractors and/or agents, on account of personal injury, death or property loss to the Incorporated Village of Greenport, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of Incorporated Village of Greenport. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

#### INSURANCE

Contractor shall maintain at a minimum the following insurance giving evidence of same to the Village on the Acord form Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide thirty (30) days' notice of cancellation, non-renewal or material change; C105.2 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability.

The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Incorporated Village of Greenport's discretion. The insurance carrier must have an A.M. Best Rating of at least A-IX. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder and additional insured for all policies:

Incorporated Village of Greenport 236 Third Street Greenport, New York 11944

#### Description Box to read:

Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers of the Village, engineers, appointed professionals, and consultants are included as additional insureds per the General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

- I Workers Compensation Coverage Statutory Extensions
  Voluntary Compensation
  Employers Liability Unlimited in the State of New York
  Waiver of Subrogation in favor of Incorporated Village of Greenport
- II. New York State Disability and Paid Family Leave Coverage Statutory New York State Benefits
- III. Commercial General Liability

Coverage and Limits

Occurrence (\$1,000,000)- ISO Form CG2001 10-01 or Equivalent

General Aggregate \$2,000,000 Products & Completed Operations \$2,000,000

Personal & Advertising Injury		\$1	,000,000
Per Occurrence Limit		\$1	,000,000
Damage to Premises Rented To Yo	ou	\$	100,000
Medical Expense	\$		5,000

Additional Insured Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants, using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent.

Additional Insured coverage on a primary and non-contributory basis.

Extensions - Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of "insured contract" as defined in Form CG0001 with no endorsements that amend or restrict the definition of "insured contract".
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; "action over" type claims; or "injury to employee or subcontractor" exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
  - Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.
- IV. Pollution Liability: If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor's Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$2,000,000 per occurrence for 3<sup>rd</sup> party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement
- V. Automobile Insurance Limit

\$1,000,000. Combined Single Limit

Additional Insured Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

## VI. Umbrella Liability Coverage

Umbrella Form or Excess Follow Form of primary general liability and auto liability Limit \$2,000,000.

Additional Insured Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants on a primary and non-contributory basis.

## 14. NO DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, age, creed, color, disability, sex or

national origin (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) intimidate any employee hired for the performance or work under this Contract.

#### 17. NEW YORK STATE LABOR LAW COMPLIANCE

This project is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, and neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. This project may be registered with the New York State Department of Labor as a public works project and a schedule of prevailing wages for Suffolk County is available from the New York State Department of Labor and will be provided to the Contractor with the Contract herein.

## 18. RIGHT OF VILLAGE TO TERMINATE CONTRACT

- A. The Village may terminate the Agreement if (1) the work to be done is abandoned by Contractor (interruption in work for ten (10) or more days) or the Contractor fails to timely complete the work; or (2) if the Agreement is assigned without the prior written consent of the Village; or (3) if Contractor is adjudged bankrupt; or (4) if a general assignment of the Contractor's assets is made for the benefit of creditors; or (5) if a receiver is appointed for the Contractor or any of his property; or (6) if at any time the Village determines that the work performance under the Agreement is being unnecessarily delayed; or (7) Contractor is violating any of the material conditions of the Agreement or Proposal, or that Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; then, in the event any of the foregoing occurs, the Village may serve written notice upon Contractor of the Village's intention to terminate the Contract.
- B. Unless within ten (10) days after the serving of such notice a satisfactory arrangement is made for continuance or the Village in its sole discretion determines to continue with the Agreement, Contractor shall be deemed in default and the Agreement shall be automatically terminated, whereupon the Village may take over and prosecute the work to completion, by contract or otherwise. Contractor shall be liable to the Village for all damages, as well as excess costs sustained by the Village by reasons of such prosecution and completion by the Village, inclusive of any optional extensions of the contract.
- C. If Contractor shall be adjudged bankrupt and a receiver appointed or a general assignment for the benefit of creditors is made, or Contractor is proven insolvent or fails in business, the Agreement shall not be an asset of Contractor.

#### CHANGES AND EXTRA SERVICES

- A. The Village, with the prior written approval of the Board of Trustees only, may make changes within the general scope of this Agreement. If Contractor is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Contractor shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Contractor may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.
- B. Any notification by Contractor must be provided within thirty (30) days from the date of receipt by Contractor of the Village's written notification of a proposed change.
- C. The Village may request Contractor to perform extra services not covered by the Contract Work as set forth above, and Contractor shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

#### TIME FOR PERFORMANCE; DELAYS

Contractor shall deliver the specified equipment not later than two (2) months from the date of the execution of the Construction agreement and notice to commence issued by the Village and shall expeditiously pursue the completion of the Contract Work after that. If performance of the services by Contractor is delayed at any time during the contract period by causes that are beyond the reasonable control of Contractor, and without the fault or negligence of Contractor, upon the Village's written agreement, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

#### OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid to Contractor for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

#### SUCCESSORS AND ASSIGNS

- A. Contractor shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.
- B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
- C. Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

#### 23. RELEASE OF LIEN

Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

#### 24. COMPLETION, FINAL APPROVAL

Prior to approval of final payment, Contractor shall promptly, without costs to the Village, complete or correct any portions of the Contract Work requested by the Village as specified in the Contract Documents and the Village shall obtain a third party clearance test and certification.

#### 25. NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport

requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

#### NONWAIVER

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Contractor, its successors or permitted assigns.

#### NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Certified Mail Return Receipt Requested and Certified Mail addressed as follows:

TO VILLAGE Candace Hall

Village Clerk

Village of Greenport 236 Third Street

Greenport, New York 11944

CC: Brian S. Stolar, Esq.

Greenport Village Attorney

Harris Beach PLLC 333 Earle Ovington Blvd.

Suite 901

Uniondale, New York 11553

TO CONTRACTOR:

- 28. DISPUTES; APPLICABLE LAW
- A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### 29. EXTENT OF AGREEMENT

This Agreement and the Bid Documents represent the entire agreement between the Village and the Contractor and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Contractor which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

## 30. CONTRACT DOCUMENTS

Contract Documents as referred to this this Contract shall mean this Agreement, the Bid Documents and the Proposal, .

#### 31. WARRANTY

Contractor shall procure and provide the Village with a written warranty of all equipment provided for a period of five (5) years from delivery.

In Witness Whereof, this Agreement has been executed by the Village and Contractor effective from the day and year first written above.

VILLAGE OF GREENPORT:

y:			
	CONTRAC	TOR	
у:			

ACKNO	WLEDGEMENT OF	<b>%</b>	
STATE C	)F)		
COUNTY	/ OF)	)ss:	
On this _ me know	day of n, who, being by me duly	, 20, before me personally came y sworn did depose and say that he resides at	
		that he is the	of
	of said Corporation; that	rporation described in and which executed the foregoir one of the seals affixed to said instrument is such seal; said corporation and that he signed his name thereto b	that it was so affixed by
(SEAL)			
		Notary Public	
	WLEDGEMENT OF VII OF NEW YORK	LLAGE OF GREENPORT	
COLINITY	OF SUFFOLK		
COONT	OF SOFFOLK		
On this _	day of	, 20, before me personally came to me known to be	the
	the	e person described as such in and who as such execute	
and he ac	knowledged to me that h	e executed the same as for purposes therein mentioned	1.
(SEAL)			
		Notary Public	×

## ACKNOWLEDGEMENTS

(1)	Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately there under as (Partner).
(2)	Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
(3)	The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgment which follow.
(4)	The bidders shall date the Form of Affidavit and fill in all blank spaces.
(5)	In case of any discrepancy in the bidder's extensions or total, the Village of Greenport's computation of extensions and totals will govern.
	ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL
	ATE OF)
COL	JNTY OF
	this day of, 20, before me personally appeared to me known and known to me to be the person described and who executed the
fore	going instrument and acknowledged that he executed the same.
(SE	AL) Notary Public

## CORPORATE ACKNOWLEDGMENT

STATE OF			
COUNTY OF_	)ss	:	
On the	day of	20	, before me personally came who, being by me duly sworn, did depose and say tha
he/she/they res	ide(s) at		at he/she/they is (are) the (president or other officer
director or atto	rney in fact duly	\$ A B 7	4 11
he/she/they kno	ne (name of corporation ow(s) the seal of said co	i), the corporation descr orporation; that the seal	ibed in and which executed the above instrument; the
affixed to said	instrument is such corp d that he/she/they signe	orate seal; that it was so	affixed by authority of the board of directors of sai
(SEAL)		l <del></del>	
			Notary Public
The following	is a true and correct cop	y of the resolution adop	oted by:
Corporation at	a meeting of its Board	of Directors on the	
(Seal of Corpor	ration)		
1	Secretary		
Legal name of	person, firm or corpora	tion making this bid:	
Dated:			

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#### EXHIBIT A

VILLAGE OF GREENPORT

#### WAGE RATES

#### VILLAGE OF GREENPORT Replacement of Baymen's Dock 2023

(SEE NEW YORK STATE DEPARTMENT OF LABOR WAGE RATE SCHEDULES FOR SUFFOLK COUNTY, NY)



Kathy Hochul,	Governor
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Village of Greenport

Candace Hall, Village Clerk 236 Third Street Greenport NY 11944

Schedule Year Date Requested 12/06/2023 PRC#

2023 through 2024 2023014232

Roberta Reardon, Commissioner

Location

Beach Rd

Project ID#

Project Type

Replacement of Baymen's Dock 2023

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

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

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

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

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

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

N / CANCELLATION OF PROJECT
Date Cancelled:

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

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

#### Introduction

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

#### Responsibilities of the Department of Jurisdiction

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

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

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

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

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

#### Hours

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

#### Wages and Supplements

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

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

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

#### Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

#### Withholding of Payments

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

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

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

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

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

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

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

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

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

#### **Apprentices**

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

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

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

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

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

#### Interest and Penalties

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

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

#### Debarment

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

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

#### **Criminal Sanctions**

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

#### Discrimination

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

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

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

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

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

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

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

#### Workers' Compensation

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

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

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

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

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

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

#### Unemployment Insurance

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



Kathy Hochul,	Governor
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Village of Greenport Candace Hall, Village Clerk 236 Third Street Greenport NY 11944

Schedule Year Date Requested PRC#

2023 through 2024 12/06/2023 2023014232

Roberta Reardon, Commissioner

Location

Beach Rd

Project ID#

Project Type

Replacement of Baymen's Dock 2023

#### **Notice of Contract Award**

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

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

#### Contractor Information All information must be supplied

lame:					_ 4. 37 A 340 A
Address:					
City:			_	State:	Zip:
Amount of Contract:	\$				Contract Type:
	_	_/_			[ ] (01) General Construction [ ] (02) Heating/Ventilation
Approximate Starting Date:					
Approximate Starting Date:  Approximate Completion Date:					[ ] (03) Electrical

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

#### Social Security Numbers on Certified Payrolls:

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

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

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

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

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: <a href="mailto:dol.misclassified@labor.ny.gov">dol.misclassified@labor.ny.gov</a>.

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

#### Effective June 23, 2020

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

(12.20)

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

#### **Budget Policy & Reporting Manual**

B-610

#### Public Work Enforcement Fund

effective date December 7, 2005

#### 1. Purpose and Scope:

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

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

#### 2. Background and Statutory References:

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

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

### 3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

Civil Penalty First offense: Up to \$2,500 per employee

Subsequent offense(s): Up to \$5,000 per employee

Criminal Penalty First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine

and debarment from performing public work for up to one year.

Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5

years.

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

#### **Employer Name:**



New York State Department of Labor Bureau of Public Work

# Attention Employees

# THIS IS A: PUBLIC WORK PROJECT

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007: These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work



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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		the state of the s

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or <a href="https://www.comptroller.nyc.gov">www.comptroller.nyc.gov</a> – click on Bureau of Labor Law.

Co	nt	ra	ct	or	Ν	ar	me:	
	111	10		OI.	ľ		110.	

Project Location:

#### Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

#### WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

#### Introduction to the Prevailing Rate Schedule

#### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that 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
and the control of the second properties and their establishes are not	

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

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

Telephone #	FAX#
518-457-2744	518-485-0240
607-721-8005	607-721-8004
716-847-7159	716-847-7650
516-228-3915	516-794-3518
845-568-5287	845-568-5332
212-932-2419	212-775-3579
631-687-4882	631-687-4902
585-258-4505	585-258-4708
315-428-4056	315-428-4671
315-793-2314	315-793-2514
914-997-9507	914-997-9523
518-457-5589	518-485-1870
	518-457-2744 607-721-8005 716-847-7159 516-228-3915 845-568-5287 212-932-2419 631-687-4882 585-258-4505 315-428-4056 315-793-2314 914-997-9507

#### Suffolk County General Construction

#### **Asbestos Worker**

12/01/2023

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

**ENTIRE COUNTIES** 

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

Per Hour:

07/01/2023

Asbestos Worker

\$ 46.75

Removal & Abatement Only\*

NOTE: \*On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker

\$ 12.65

Removal & Abatement Only

OVERTIME PAY

See (B, B2, \*E, J) on OVERTIME PAGE

\*Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY

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

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st 78% 2nd 80% 3rd 83% 4th 89%

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice

Removal & Abatement

\$ 12.65

4-12a - Removal Only

#### Boilermaker

12/01/2023

#### JOB DESCRIPTION Boilermaker

DISTRICT 4

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

01/01/2024

Boilermaker

\$ 65.88

\$ 67.38

Repairs & Renovations

65.88

67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker

33.5% of hourly

33.5% of Hourly

Repair \$ Renovations

Wage Paid

Wage Paid

+ \$ 26.49

+ \$26.85

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 (\*B, O, \*\*U) on OVERTIME PAGE

Note: Includes 9th & 10th hours, double for 11th or more.

\*\* Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE

See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	33.5% of Hourly Wage Paid Plus	33.5% of Hourly Wage Paid Plus
	Amount Below	Amount Below
1st Term	\$ 20.12	\$ 20,36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

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

4-5

Broadband

12/01/2023

JOB DESCRIPTION Broadband

DISTRICT 4

DISTRICT 8

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

Field Tech

7/01/2023

06/30/2024

\$ 50.87

Additional 3% \*

Install/Repair

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

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

#### SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

**OVERTIME PAY** 

See (B, K, \*R) on OVERTIME PAGE

Note: \*Two and one half times the hourly rate after the 8th hour

HOLIDAY

Paid:

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

4-CWA-Dist1

Carpenter

12/01/2023

JOB DESCRIPTION Carpenter

**ENTIRE COUNTIES** 

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

WAGES

Per hour:

07/01/2023

Piledriver

\$ 59.16

+ 9.79\*

Dockbuilder

\$ 59.16 + 9.79\*

\*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 45.34

**OVERTIME PAY** 

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices

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

Overtime:

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st 2nd 3rd 4th \$25.60 \$31.20 \$39.58 \$47.97 + 5.30\* + 5.30\* + 5.30\* + 5.30\*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms:

\$ 31.83

8-1556 Db

Carpenter

12/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

**ENTIRE COUNTIES** 

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

WAGES Per hour:

07/01/2023

Carpet/Resilient

Floor Coverer

\$ 55.05

+ 8.25\*

\*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices

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

Overtime:

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

4th 2nd 3rd 1st \$ 25.20 \$ 28.20 \$ 32.45 \$40.33 + 1.85\* + 2.35\* + 2.85\* + 3.85\*

<sup>\*</sup>This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st \$ 15.22

2nd \$ 16.22

3rd \$ 19.32

4th \$ 20.32

8-2287

Carpenter

12/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

Marine Construction:

Marine Diver

\$74.03

+ 9.79\*

Marine Tender

\$ 53.57

+ 9.79\*

\*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker

\$ 45.34

**OVERTIME PAY** 

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour: One (1) year terms.

1st year

\$ 25.60 + 5.30\*

2nd year

31.20

+ 5.30\*

3rd year

39.58 + 5.30\*

4th year

47.97 + 5.05\*

\*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms

Carpenter

\$ 31.83

8-1456MC

12/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

**ENTIRE COUNTIES** 

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

WAGES

Per hour:

07/01/2023

Building

Millwright

\$ 58.70

+ 12.62\*

\*This portion is not subject to overtime premiums

#### SUPPLEMENTAL BENEFITS

Per hour:

Millwright

\$ 44.31

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (18,19) on HOLIDAY PAGE.

Overtime

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

#### REGISTERED APPRENTICES

Wages per hour: One (1) year terms:

> 1st. 2nd. 3rd. 4th. \$31.74 \$37.19 \$42.64 \$53.54 +6.75\* +7.92\* +9.09\* +11.43\*

Supplemental benefits per hour:

One (1) year terms:

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

8-740.1

Carpenter

12/01/2023

#### JOB DESCRIPTION Carpenter

DISTRICT 8

**ENTIRE COUNTIES** 

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

#### WAGES Per Hour:

07/01/2023

Timberman

\$ 54.05 + 10.26\*

\*This portion not subject to overtime premiums

#### SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

\$ 44.55

#### **OVERTIME PAY**

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices

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

Overtime:

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

#### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st 2nd 3rd 4lh \$23.42 \$28.53 \$36.18 \$43.84 +5.55\* +5.55\* +5.55\* +5.55\*

<sup>\*</sup>This portion is not subject to overtime premiums

<sup>\*</sup>This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms

\$ 31.54

8-1556 Tm

Carpenter

12/01/2023

#### JOB DESCRIPTION Carpenter

DISTRICT 8

#### **ENTIRE COUNTIES**

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

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:

07/01/2023

Core Drilling:

Driller

\$ 43.88

+ 2.50\*

Driller Helper

\$ 34.47

+ 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

\$ 28.85

**OVERTIME PAY** 

See (B, G, P) on OVERTIME PAGE

HOLIDAY

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

8-1536-CoreDriller

12/01/2023

#### Carpenter - Building / Heavy&Highway

DISTRICT 4

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour: Carpenter 07/01/2023

05/01/2024

Additional \$0.75/hr\*

(Building) Carpenter

(Heavy Highway)

\$ 51.13 51.13

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

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

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

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Dec 01 2023

Both Carpenter

Categories \$ 34.11

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

See (1) on HOLIDAY PAGE Paid:

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

REGISTERED APPRENTICES One(1) Year Terms at the following:

Per Hour:

2nd 3rd 4th 5th 1st

07/01/2023

\$ 25.16 \$ 29.58 \$ 31.78 \$ 33.98 \$ 38,41

05/01/2024

\$ TBD \$ TBD \$ TBD \$ TBD \$ TBD

Supplemental Benefits

Per Hour:

All Terms: \$ 21.02

4-Reg.Council Nass/Suff

Electrician

12/01/2023

JOB DESCRIPTION Electrician

DISTRICT 4

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023

Electrician

Electrical Maintenance \$ 46.79

Traffic Signal 47.75

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician 14% of Hourly Wage Paid + \$22.73

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

**OVERTIME PAY** 

See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY

See (1) on HOLIDAY PAGE Paid:

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

REGISTERED APPRENTICES

Term(s) at the following Percentage

of Journeyman(s) Wage:

07/01/2023

1st 6mns 40% 2nd 6mns 50% Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Dec 01 2023

2nd year 60% 70% 3rd year 80% 4th year 5th year 90%

Supplemental Benefits:

1st 6mnns 5% + \$4.83 10% + \$5.64 2nd 6mns 11% + \$6.99 2nd year 3rd year 12% + \$9.21 4th year 13% + \$13.02 14% + \$16.56 5th year

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

12/01/2023

DISTRICT 4

JOB DESCRIPTION Electrician

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour:

07/01/2023

Tree Trimmer/Remover

Line Clearance Specialist

\$ 40.38

Groundman\*

\$24.22

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

\* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

Tree Trimmer Line Clearance Specialist and Groundman

5% of Hourly Wage Paid + \$19.29

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

OVERTIME PAY

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

HOLIDAY

Paid: Overtime:

Electrician

See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

12/01/2023

JOB DESCRIPTION Electrician

DISTRICT 4

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour:

07/01/2023

04/27/2024

Electrician/Wireman

\$ 59.50

\$61.75

Inside/Outside

SUPPLEMENTAL BENEFITS

Per Hour

Electrician/Wireman

17% of Hourly

18% of Hourly

(all categories)

Wage Paid + \$ 33.23

Wage Paid + \$ 34.36

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

**OVERTIME PAY** 

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

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Terms at the following Percentage of Journeyman(s) Wage:

Indentured Before 4/25/2020:

1st 6mnth	35%
2nd 6mnth	35%
2nd year	40%
3rd year	45%
4th year	60%
5th year	75%

Indentured After 4/25/2020 (6 month terms):

1st	2nd	3rd	4th	5th	ith 6th	7th	8th	9th	10th
35%	35%	37.5%	40%	42.5%	45%	50%	55%	65%	75%

04/27/2024

Supplemental Benefits Per Hour:

[ ] 40년 [ ] [ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]		
Indentured Before 04/25/2020:		
1st 6 Months	4% + \$ 5.44	5% + \$5.57
2nd 6 Months	9% + \$ 6.90	10% + \$6.90
3nd Year	10% + \$7.94	11% + \$8.14
4rd Year	11% + \$ 9.31	12% + \$9.57
5th Year	14% + \$ 11.70	15% + \$12.02
6th Year	15% + \$ 18.46	16% + \$19.04

07/01/2023

Indentured After 04/25/2020 (6 month terms):

	MARK \$27.00 MARK	
1st	4% + \$ 5.44	5% + \$ 5.57
2nd	9% + \$ 6.70	10% + \$ 6.90
3rd	10% + \$7.95	11% + \$ 8.17
4th	11% + \$9.31	12% + \$ 9.57
5th	11% + \$9.33	12% + \$ 9.60
6th	11% + \$ 9.34	12% + \$ 9.61
7th	14% + \$ 11.72	15% + \$ 12.06
8th	14% + \$ 11.75	15% + \$ 12.08
9th	15% + \$ 18.46	16% + \$ 19.04
10th	16% + \$ 19.10	16% + \$ 19.10

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

12/01/2023

JOB DESCRIPTION Electrician

DISTRICT 4

**ENTIRE COUNTIES** Nassau, Suffolk

WAGES

Per Hour:

07/01/2023

Electrician

Electrician

Pump & Tank

\$ 45.65

SUPPLEMENTAL BENEFITS

Per Hour: Electrician

Pump & Tank

18% of \*Wage

paid + \$24.85

\*Wage Paid includes any and all Premiums

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: Overtime:

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

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st

2nd

3rd

4th \$20.85

\$17.85 \$18.85 \$19.85

SUPPLEMENTAL BENEFITS Per Hour:

1st

5% of \*Wage paid + \$6.71

2nd

8% of \*Wage paid + \$7.21

3rd

8% of \*Wage paid + \$7.81

4th

8% Of \*Wage paid + \$7.81

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

12/01/2023

Electrician

DISTRICT 4

JOB DESCRIPTION Electrician

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour:

07/01/2023

Telephone and

Integrated Tele-Data

System Electrician

\$ 40.43

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

#### SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data

Electrician

18% of

Hourly Wage

Paid + \$ 22.36

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

**OVERTIME PAY** 

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

4-25tela

Electrician Lineman

12/01/2023

DISTRICT 4

JOB DESCRIPTION Electrician Lineman

**ENTIRE COUNTIES** Nassau, Queens, Suffolk

For Utility Distribution & Transmission Line Construction:

Per Hour:

07/01/2023

Lineman/Splicer

\$65.25

Material Man

56.77

Heavy Equip. Operator

52.20

Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Dec 01 2023

Groundman Flagman

39.15

For Natural Gasline Construction

29.36

Per Hour:

Journeyman U.G.Mech

55.68

\$ 57.63

06/04/2024

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

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

Utility Distribution & Transmission Line Construction:

All Classifications

07/01/2023

32.75% of Hourly Wage Paid + \$15.04

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

Natural Gasline Construction

07/01/2023

06/04/2024

Per Hour:

Journeyman U.G.Mech.

32,08

33.12

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid: Overtime:

See (1) on HOLIDAY PAGE See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Same as Above for Natural Gas Mechanic.

#### REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage. (Lineman Only)

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

SUPPLEMENTAL BENEFIT:

07/01/2023

All Terms

31.75% of Hourly Wage Paid + \$ 15.04

4-1049 Line/Gas

#### **Elevator Constructor**

12/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

**ENTIRE COUNTIES** 

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

07/01/2023

8th & 9th Term

4-1

12/01/2023

6th & 7th Term

DISTRICT 8

Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Dec 01 2023

Elevator Constructor \$ 77.49

Modernization &

Service/Repair \$ 60.89

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

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

\$ 45.574 Elevator Constructor

Modernization &

44.412

Service/Repairs

#### OVERTIME PAY

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

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

HOLIDAY

Paid: Overtime:

1st Term\*

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

2nd & 3rd Term\*

#### 6 MONTH TERMS:

50%	50%	55%	65%	75%
SUPPLEMENTAL BENEFI	rs			
Elevator Constructor				
1st Term	\$ 0.00			
2nd & 3rd Term	36.024			
4th & 5th Term	36.943			
6th & 7th Term	38.448			
8th & 9th Term	39.953			
Modernization &				
Service/Repair				
1st Term	\$ 0.00			
2nd & 3rd Term	35.694			
4th & 5th Term	36.525			
6th & 7th Term	37.948			
8th & 9th Term	39.38			

4th & 5th Term

Glazier

JOB DESCRIPTION Glazier **ENTIRE COUNTIES** 

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

WAGES

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 61.64

\*Scaffolding 65.64

Window Film

\*\*Repair & Maintenance 30.76 \*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

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

SUPPLEMENTAL BENEFITS

Per hour:

7/01/2023

Glazier & Glass Tinting

\$ 40.20

Window Film

Repair & Maintenance

23.19

**OVERTIME PAY** 

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

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

HOLIDAY

Paid:

Overtime:

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

For 'Repair & Maintenance' Paid: See(5, 6, 16, 25) Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2023

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

Supplemental Benefits:

(Per hour)

\$ 18.25 1st term 2nd term 25.97 3rd term 31.27 34.32 4th term

8-1087 (DC9 NYC)

DISTRICT 4

Insulator - Heat & Frost

12/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

Insulators

Heat & Frost

\$ 70.51

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators

\$ 35.76

**Heat & Frost** 

**OVERTIME PAY** 

See (B, E, \*Q, V) on OVERTIME PAGE \* Triple time for Labor Day (If worked)

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

1st 2nd 3rd 4th \$ 28.20 \$ 35.26 \$ 42.31 \$49.36

Supplemental Benefits:

\$ 14.30 \$ 17.88 \$ 21.46 \$ 25.03

4-12

Ironworker

12/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 9

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

01/01/2024

Stone Derrickmen Rigger

\$ 72.90

Additional + \$ 1.64

Stone Handset

Derrickman

70.47

+\$1.11

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger

\$43.10

Stone Handset

42.84

Derrickman

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:

Overtime:

See (18) on HOLIDAY PAGE 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:

	181	2nd	3rd	4th
07/01/2023	\$ 35.90	\$ 51.53	\$ 57.32	\$ 63.11

22.11

Supplemental Benefits:

Per hour:

07/01/2023

32.58

32.58

32.58

Stone Handset:

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

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

Supplemental Benefits:

Per hour:

Ironworker

07/01/2023 22.10 32.46 32.46 32.46

9-197D/R

12/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 4

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

Ornamental \$ 46.90 Chain Link Fence 46.90 46.90 Guide Rail

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 63.04

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES Apprentices Hired after 9/1/18:

1 year terms

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

Supplemental Benefits per hour:

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

4-580-Or

Ironworker

12/01/2023

JOB DESCRIPTION Ironworker

**DISTRICT 4** 

**ENTIRE COUNTIES** 

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

WAGES

PER HOUR:

07/01/2024 07/01/2023 01/01/2024 Additional Ironworker: Structural \$ 57.20 \$ 57.70 \$ 1.75/Hr.\*

Bridges Machinery

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

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$87.35

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

\$ 29.98 \$ 29.73 1st 30.58 2nd 30.33 3rd - 6th 30.94 31.19

Supplemental Benefits

PER HOUR PAID:

\$61.59 All Terms \$60.69

\$88.60

4-40/361-Str

Ironworker

12/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 4

**ENTIRE COUNTIES** 

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

**PARTIAL COUNTIES** 

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

WAGES

Per hour:

07/01/2023

Reinforcing &

Metal Lathing

\$ 56.95

"Base" Wage

\$ 55.20 plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing &

\$ 42.72

Metal Lathing

**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

\$ 49.47

Double Time

\$ 56.22

HOLIDAY

Paid:

Overtime:

See (1) on HOLIDAY PAGE 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

\$ 28.38

\$ 34.68

\$ 37.18

"Base" Wage

\$ 21.00 plus \$1.55

\$ 26.80 plus \$1.58

\$ 33.10 plus \$1.58

\$ 35.60 plus \$1.58

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

SUPPLEMENTAL BENIFITS

Per Hour:

1st term \$ 18.17

2nd term \$ 21.34

3rd term \$ 22.00

4th Term

\$ 22.50

Laborer - Building

12/01/2023

4-46Reinf

JOB DESCRIPTION Laborer - Building

DISTRICT 4

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour:

07/01/2023

07/01/2024

Additional

**Building Laborer** 

\$ 43.30

\$ 1.35/Hr.\*

Page 35

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

**Building Laborer** 

\$ 31.71

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES

Regular Hours Work Terms
Term #1 1 hr to 1000hrs
Term #2 1001hrs to 2000hrs
Term #3 2001hrs to 3000hrs
Term #4 3001hrs to 4000hrs

Wages per hour:

 1st Term
 \$ 18.15

 2nd Term
 23.06

 3rd Term
 28.48

 4th Term
 33.36

Benefits per hour

 1st Term
 \$ 22.19

 2nd Term
 23.75

 3rd Term
 23.75

 4th Term
 23.75

4-66

#### Laborer - Building

12/01/2023

DISTRICT 4

#### JOB DESCRIPTION Laborer - Building

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

01/02/2024

0.

Additional \$ 1.50/Hr.

Asbestos, Lead and Hazardous

\$ 39.50\*

to be allocated

Material Abatement

Laborer

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped

See Asbestos Worker

#### SUPPLEMENTAL BENEFITS

Per Hour:

Laborer

\$ 19.65

**OVERTIME PAY** 

See (B, B2, I) on OVERTIME PAGE

\*Calculate at \$39.50 per hour then add \$0.95

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following;

Per Hour:

**DISTRICT 4** 

1st term	\$ 20.50*
2nd Term	21.50**
3rd Term	24.50***
4th Term	26.50****

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms

\$ 14.25

#### OVERTIME PAY:

- \*Calculate at \$20.00 per hour then add \$0.50
- \*\*Calculate at \$21.00 per hour then add \$0.50
- \*\*\*Calculate at \$24.00 per hour then add \$0.50

4-NYDC(78)

#### Laborer - Heavy&Highway

12/01/2023

#### JOB DESCRIPTION Laborer - Heavy&Highway

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters. GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction(Non-Building), Traffic Control Personnel(flaggers)

#### WAGES PER HOUR:

WAGES I EIGHOUIG		
	07/01/2023	06/01/2024
GROUP # 1		
Total Wage Paid	\$ 60.28	Additional
"Base Wage"	51.43	\$ 2.55/Hr.*
GROUP # 2		
Total Wage Paid	58.81	
"Base Wage"	49.96	
GROUP # 3		
Total Wage Paid	54.34	
"Base Wage"	45.49	

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

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$8.85 is difference between "Base" and "Total".

Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage.

#### SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS \$ 35.63

After Forty (40)paid hours in a work week

OVERTIME PAY 26,78

#### **OVERTIME PAY**

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY Example Group# 3: \$45.49 X Time and One Half = \$68.23 + \$8.85 = \$77.08

#### HOLIDAY

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

#### REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the "Base Wage" except 4th Term calculate at Total Wage Paid.

<sup>\*\*\*\*</sup>Calculate at \$26.00 per hour then add \$0.50

DISTRICT 4

1st 0-1000/Hrs. 60% 2nd 1001-2000/Hrs. 70% 3rd 2001-3000/Hrs. 80% 4th 3001-4000/Hrs. 90%

Supplemental Benefits per hour:

All APPRENTICES

\$ 35.63

After Forty(40) paid hours in a work Week

26.78

4-1298

Mason

12/01/2023

JOB DESCRIPTION Mason

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

WAGES

Per Hour:

07/01/2023

Brick/Block Layer

\$ 65.39

Base Wage for OT Calculation

55.24

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer

\$ 32.60

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 10.15/hr.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 5.40/hr.:

1st

2nd

Supplemental Benefits per hour:

3rd 70% 4th 80% 5th 90%

\$ 23.60

50% 60%

All Apprentices

4-1Brk

Mason - Building

12/01/2023

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:

07/01/2023

12/04/2023

06/05/2024

DISTRICT 9

Tile Setters

\$ 62.98

\$ 63.50

Additional \$ 0.72

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 25.61\*

\$25.81\*

+ \$10.04

+ \$10.04

**OVERTIME PAY** 

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

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

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

HOLIDAY

Paid: Overtime:

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

#### REGISTERED APPRENTICES

Wage per hour:

(750 hour) term at the following wage rate:

Term:		5 A							
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-
750	1500	2250	3000	3750	4500	5250	6000	6750	7000
07/01/2023									
\$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25
12/04/2023									
\$21.96	\$26.95	\$34.10	\$39.08	\$42.68	\$46.16	\$49.79	\$54.77	57.66	\$61.90
Supplementa	al Benefits per	hour:							
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023									
\$12.55*	\$12.55*	\$15.36*	\$15,36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
+\$.73	+\$.78	+\$.88	+\$.88	+\$1.37	+\$1.42	+\$1.83	+\$1.88	+\$6.03	+\$6.61
12/04/2023									
\$12.55*	\$12.55*	\$15.63*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
+\$0.73	+\$0.78	+\$0.89	+\$0.94	+\$1.38	+\$1.43	+\$1.84	+\$1.89	+\$6.04	+\$6.62

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

9-7/52A

	0.000.0
	40/04/0000
Mason - Building	12/01/2023
mason banang	1,001,0,11,010,010

#### JOB DESCRIPTION Mason - Building

**ENTIRE COUNTIES** 

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

Building

07/01/2023

01/01/2024

Wages per hour:

Additional

DISTRICT 9

Mosaic & Terrazzo Mechanic

\$ 60.65

\$1.06

Mosaic & Terrazzo Finisher

59.04

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic

\$ 30.26\*

+ \$9.16

Mosaic & Terrazzo Finisher

\$ 30.26\* + \$9.15

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

**OVERTIME PAY** 

See (A, E, Q) on OVERTIME PAGE

07/01/2023- Deduct \$7.25 from hourly wages before calculating overtime.

HOLIDAY

wages.

Paid:

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

Overtime: 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.

\$ 33.19

Last Published on Dec 01 2023						PRC Number 2023014232	Suffolk County
REGISTERED APPRENTION	CES						
TALTO TO A CONTROL OF A CONTROL	1st	2nd	3rd	4th	5th	6th	
	0-	1501-	3001-	3751-	4501-	5251-	
	1500	3000	3750	4500	5250	6000	
	\$ 25.82	\$ 33.19	\$ 36.39	\$ 40.38	\$ 48.52	\$ 54.59	
Supplemental Benefits per ho	ur:						
	\$6.00*	\$7.72*	\$18.16*	\$23.27*	\$24.21*	\$27.24*	
	+\$3.21	+\$4.12	+\$5.50	+\$6.41	+\$7.33	+\$8.29	
This portion of benefits subje	ct to same p	remium rate as	s shown for o	vertime wages.			9-7/3
Mason - Building							12/01/2023
JOB DESCRIPTION Mason	n - Building					DISTRICT 9	
ENTIRE COUNTIES Bronx, Kings, Nassau, New Yo	an massanananan	, Richmond, S	uffolk, Westc	hester			
WAGES							
Per hour:		07/01/2023		07/03/2023			
Building-Marble Restoration: Marble, Stone &		\$ 47.22		\$ 47.44			
		947.22		3 47.44			
Terrazzo Polisher	number (						
SUPPLEMENTAL BENEFI	TS						
Per Hour: Journeyworker:							
Building-Marble Restoration:							
Marble, Stone &							
Polisher		\$ 30.29		\$ 30.64			
<b>OVERTIME PAY</b> See (B, *E, Q, V) on OVERTII *ON SATURDAYS, 8TH HOU	ME PAGE R AND SUC	CESSIVE HO	URS PAID A	T DOUBLE HO	JRLY RATE	e	
HOLIDAY Paid: S	ee (1) on H(	OLIDAY PAGE					
Overtime: S 1ST TERM APPRENTICE GE	ee (5, 6, 8, 1	11, 15, 25) on H	HOLIDAY PA				
REGISTERED APPRENTIC		JK ALL OBSE	VED HOLIL	/A13.			
WAGES per hour:	JLU						
900 hour term at the following	wage:						
1st		2nd		3rd		4th	
1-		901-		1801-		2701	
900		1800		2700		Jena nowach salema	
\$ 33.04		\$ 37.78		\$ 42.49		\$ 47.22	
Supplemental Benefits Per Ho	our:	148364725100		72723 1747		V15/20/V15/23	
27.65		28.52		29.41		30.29	
07/03/2023	O Depart Court and						
900 hour term at the following	wage:						
1st		2nd		3rd		4th	
1-		901-		1801-		2701	
900		1800		2700			

\$ 42.69

\$ 47.44

\$ 37.95

WAGES

Per hour:

Supplemen	tal Benefits Pe 27.99	r Hour:	28.86		29.76		30.64	9-7/24-MF
Mason - E	Building		<i>-</i>					12/01/2023
JOB DESC	CRIPTION M	ason - Buildin	g				DISTRICT 9	
ENTIRE C	OUNTIES		<del>2</del> 111	Outrom Outro	na Diakasaad	Dookland Suf	folk, Sullivan, Uls	tor Westebaster
WAGES	ness, rungs, r	iassau, New 1	ork, Orange, r	-utnam, Queer	ns, Richmond,	Rockland, Sui	ioik, Sullivan, Ois	ter, westchester
Per Hour:				07/01/2023	ı	7/03/2023		
M	ers & Setters			\$ 62.82		\$ 63.12		
	ENTAL BEN	EFITS		\$ 02.02		\$ 63,12		
Journeywor	ker			\$ 39.03		\$ 39.34		
OVERTIM	E PAY D, V) on OVER	TIME PAGE						
HOLIDAY Paid:	2, 7,011 0 7 21	See (1) on I	HOLIDAY PAG	E	/ DAGE			
Overtime: REGISTER	RED APPRE		, 11, 15, 16, 2	5) on HOLIDA	YPAGE			
Wage Per H 07/01/202	lour:							
750 hour te	rms at the follo		82.529	22	3200/3	<u> 2005</u> 40	2848	
1st	2nd	3rd	4th	5th	6th	7th	8th	
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+	
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82	
	tal Benefits pe	r hour:						
07/01/202 1st	3 2nd	3rd	4th	5th	6th	7th	8th	
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03	
07/03/2023 Wage Per H	lour:		110 Salara Arman S					
750 hour te	rms at the follo	wing wage.						
1st	2nd	3rd	4th	5th	6th	7th	8th	
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+	
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12	
Supplement	tal Benefits Pe	r Hour:						
1st	2nd	3rd	4th	5th	6th	7th	8th	
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34	9-7/
Mason - E	Buildina						Carta M	12/01/202

12/04/2023

06/03/2024

07/01/2023

Additional

Tile Finisher

\$ 48.36

\$ 48.80

\$ 0.59

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 22.56\*

\$ 22.71\*

+ \$9.86

+ \$9.86

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

**OVERTIME PAY** 

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

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

HOLIDAY

Paid: Overtime:

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

9-7/88A-tf

Mason - Building

12/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

**ENTIRE COUNTIES** 

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

WAGES

Per hour:

07/01/2023

07/03/2023

Marble, Stone,

Maintenance Finishers:

\$ 27.26

\$ 27.44

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

Maintenance Finishers:

\$ 14.97

\$ 15.20

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

Overtime:

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2023	07/03/2023
\$ 21.89	\$ 22.04
22.60	\$ 22.75
23.32	\$ 23.48
24.04	\$ 24.20
25.11	\$ 25.27
26.54	\$ 26.72
27.26	\$ 27.44
12.03	\$ 12.24
12.43	\$ 12.64
12.82	\$ 13.03
13.21	\$ 13.42
13.80	\$ 14.02
	\$ 21.89 22.60 23.32 24.04 25.11 26.54 27.26

3751-4500 14.58 \$ 14.80 14.97 \$ 15.20 4501+

9-7/24M-MF

Mason - Building / Heavy&Highway

12/01/2023

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

**ENTIRE COUNTIES** 

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

WAGES

Per hour:

07/01/2023

07/03/2023

01/01/2024 Additional

Marble-Finisher

\$49.32

\$ 49.65

\$ 0.53

DISTRICT 4

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

Marble- Finisher

\$ 36.62

\$ 36.67

**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 - Building / Heavy&Highway

12/01/2023

JOB DESCRIPTION Mason - Building / Heavy&Highway

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

Cement Mason

\$ 53.77

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason 1.5 X overtime rate \$ 34.16 \$ 61.70

2 X overtime rate \$ 68.32

**OVERTIME PAY** 

See (B1, Q) on OVERTIME PAGE

HOLIDAY

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term \$ 19,92 2nd Term \$ 24.82 \$ 30.22 3rd Term

Supplement Benefits per hour paid:

1st Term \$ 14.36 \$ 14.66 2nd Term 3rd Term \$ 14.77

2X OT

\$ 28.72 \$ 21.55 \$ 22.00 \$ 29.32 \$ 29.54 \$ 22.16

1.5X OT

4-780

Mason - Building / Heavy&Highway

12/01/2023

DISTRICT 4

JOB DESCRIPTION Mason - Building / Heavy&Highway

**ENTIRE COUNTIES** 

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

NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.

Per Hour:

	07/01/2023	05/01/2024 Additional
Stone Setter	\$ 68.45	\$ 3.32*
Base Rate	52.76	
Stone Tender	51.82	
Base Rate	44.54	

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter

\$40.78

Stone Tender

23.15

**OVERTIME PAY** 

See (\*C, \*\*E, Q) on OVERTIME PAGE

Base Rates are use to Calculate Overtime Premiums then adding in:

\$15.69/Hr, for Stone Setter and \$7.28/Hr, for Stone Tender

\* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

\*\* The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: Overtime: See (\*18) on HOLIDAY PAGE

See (5, 6, 10) on HOLIDAY PAGE

Paid: \*Must work first 1/2 of day

REGISTERED APPRENTICES Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.33:

1st

2nd

3rd

4th

50%

60%

70%

80%

90%

5th

100%

6th

Supplemental Benefits:

All Apprentices

\$ 25.50

4-1Stn

#### Mason - Heavy&Highway

12/01/2023

DISTRICT 4

#### JOB DESCRIPTION Mason - Heavy&Highway

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

Pointer, Caulkers &

\$ 62.19

Cleaners

#### SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners &

\$ 30.65

Caulkers

**OVERTIME PAY** 

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid:

Overtime:

See (1) on HOLIDAY PAGE See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st \$ 31.4	2nd 8 \$ 35.54	3rd \$ 41.14	4th \$ 49.50
Apprentices Supplemental Benefits: (per hour paid)			
\$ 15.3	0 \$ 20.00	\$ 23.75	\$ 24.75

4-1PCC

#### Operating Engineer - Building

12/01/2023

#### JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

#### **ENTIRE COUNTIES**

Nassau, Suffolk

#### WAGES

**BUILDING CATEGORIES:** 

#### CLASS " AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles), Crane, Truck Crane, Hydraulic Crane(Over 75 tons), Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

#### CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

#### CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Hydraulic Crane(under 75 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

#### CLASS "C":

Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

#### CLASS "D"

Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

#### CLASS "E":

Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

#### 07/01/2023

Class "AA"

\$ 90.26

Cranes:

Boom length over 100 feet add \$ 1.00 Boom length over 150 feet add \$ 1.50 Boom length over 250 feet add \$ 2.50 Boom length over 350 feet add \$ 3.00

Class "A"

75.40

Add \$3.50 for Hazardous Waste Work

Class "B"

71.63

Add \$2.50 for Hazardous Waste Work

Class "C" 69.13

Add \$1.50 for Hazardous Waste Work

Class "D" 52.83

Add \$1.00 for Hazardous Waste Work

Class "E" 50.62

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes \$ 40.65 Overtime Rate 36.10

**OVERTIME PAY** 

See (D, O) on OVERTIME PAGE

HOLIDAY

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

"NOTE" Employee must be Employed day before and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

 1st Term
 \$ 28.00

 2nd Term
 29.00

 3rd Term
 30.00

Supplemental Benefits per hour:

All Apprentices \$ 15.64

Overtime Rate 5.60

4-138

DISTRICT 4

#### Operating Engineer - Building / Heavy&Highway

12/01/2023

#### JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

**ENTIRE COUNTIES** 

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

WAGES

Per Hour: 07/01/2023 08/01/2023

Well Driller \$ 40.63 \$ 41.85

Well Driller

Helper 34.17 \$ 36.26

Hazardous Waste Differential

Added to Hourly Wage:

Level A \$ 3.00 Level B 2.00 Level C 1.00

Monitoring Well Work Add to Hourly Wage:

Level A \$ 3.00 Level B 2.00

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller 10% of straight & Helper time rate plus \$ 13.50

Additional \$ 4.25/Hr. for Premium Time Hours Worked

**OVERTIME PAY** 

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

### REGISTERED APPRENTICES Apprentices at 12 Month Terms

Wages Per Hour:

1st Term 2nd Term 3rd Term \$ 28.00 29.00 30.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms

10% of Wage + \$ 13.50

Additional \$4.25/Hr. for premium time hours worked.

4-138well

#### Operating Engineer - Heavy&Highway

12/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

**DISTRICT** 4

**ENTIRE COUNTIES** 

Nassau, Suffolk

#### WAGES

HEAVY and HIGHWAY CATEGORIES:

#### CLASS "AA" CRANES:

ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver, Hydraulic Crane (75 Tons & Over).

#### CLASS "A":

ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Graple, Tank Work, Track Alignment Machine.

#### CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Hydraulic Crane(75 Tons & Under), Cherry Picker (under 70 tons), Convetor-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

#### CLASS "C":

Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil Truck.

#### CLASS "D":

Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

#### CLASS "E":

Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

07/01/2023

Class "AA"

\$ 89.45

Cranes:

Boom Length over 100 feet add \$ 1.00 per hour

Boom Length over 150 feet add \$ 1.50 per hour Boom Length over 250 feet add \$ 2.00 per hour Boom Length over 350 feet add \$ 3.00 per hour

Class "A"

79.43

Add \$3.50 for Hazardous Waste Work.

Class "B"

74,36

Add \$2.50 for Hazardous Waste Work.

Class "C"

71.78

Add \$1.50 for Hazardous Waste Work

Class "D"

55.08

Add \$1.00 for Hazardous Waste Work

Class "E"

52.82

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

#### SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES

\$ 40.90

Note: OVERTIME AMOUNT

36.10

**OVERTIME PAY** 

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid:

See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

#### REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term 2nd Term \$ 28.00 29.00

3rd Term

30.00

SUPPLEMENTAL BENEFITS:

**APPRENTICES** 

15.64

Note: Overtime Amount

5.60

Operating Engineer - Heavy&Highway

4-138

JOB DESCRIPTION Operating Engineer - Heavy&Highway

**ENTIRE COUNTIES** 

Nassau, Suffolk

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 party

Categories cover GPS & Under Ground Surveying

Per Hour:

07/01/2023

Heavy Highway/Building

Party Chief \$ 75.03 Instrument Man 56.11 47.45 Rodman

Page 48

12/01/2023

DISTRICT 4

DISTRICT 4

10/01/2023

#### SUPPLEMENTAL BENEFITS

Per Hour:

\$ 41.60 Heavy Highway/Building

Premium\*:

Heavy Highway/Building

50.68

Premium\*\*:

Heavy Highway/Building

60.51

#### **OVERTIME PAY**

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

\* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

07/01/2023

4-15D-N/S co.

#### Operating Engineer - Marine Dredging

12/01/2023

#### JOB DESCRIPTION Operating Engineer - Marine Dredging

#### **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

Per Hour

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:	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 43,94	\$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	40.33
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	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68

<sup>\*</sup> Applies to instances where 1-1/2 regular rate are paid

<sup>\*\*</sup>Applies to instances where 2 times the rate are paid.

CLASS D

27.97

28.81

Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor

#### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B

\$ 11.85 plus 6% of straight time wage, Overtime hours

add \$ 0.63

\$ 12.00 plus 6%

of straight time wage, Overtime hours

add \$ 0.63

All Class C

\$ 11.60 plus 6% of straight time wage, Overtime hours

add \$ 0.50

\$ 11.75 plus 6% of straight time

wage, Overtime hours add \$ 0.50

All Class D

\$ 11.35 plus 6% of straight time wage, Overtime hours

wage, Overtime add \$ 0.38 \$ 11.60 plus 6% of straight time wage, Overtime hours

DISTRICT 9

add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE

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

4-25a-MarDredge

#### Operating Engineer - Survey Crew - Consulting Engineer

12/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour:

07/01/2023

Survey Classifications

Party Chief Instrument Man Rodman AND HARVE ENGINE

\$ 47.15 39.30 34.35

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members:

\$ 23.15

**OVERTIME PAY** 

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE. \*Double-time paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab

12/01/2023

DISTRICT 4

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

**ENTIRE COUNTIES** Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in

Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2023

(SEE)

Robotic Unit Operator Operator(class D)

Technician/Boiler, Generator Operator(class D)

AM Liner/Hydra Seal Laborer(Grp#3)

Hobas Pipe, Polyethyene Pipe or

Pull and Inflate Liner Laborer(Grp#3)

**OVERTIME PAY** 

HOLIDAY

Painter

4-138TrchPReh

12/01/2023

JOB DESCRIPTION Painter DISTRICT 8

**ENTIRE COUNTIES** 

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

WAGES

Per hour: 07/01/2023

\$ 51.70\* Brush

Abatement/Removal of lead based 51.70\*

or lead containing paint on

materials to be repainted.

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

\*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:

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

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

OVERTIME PAY See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:

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

REGISTERED APPRENTICES

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

07/01/2023 Per hour: \$ 19.95\* Appr 1st term...

DISTRICT 8

Appr 2nd term	25.56*
Appr 3rd term	31.05*
Appr 4th term	41.62*

<sup>\*</sup>Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:

 Appr 1st term...
 \$ 16.06

 Appr 2nd term...
 19.95

 Appr 3rd term...
 23.02

 Appr 4th term...
 29.16

8-NYDC9-B/S

Painter

12/01/2023

#### JOB DESCRIPTION Painter

#### **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: 07/01/2023
Drywall Taper \$ 51.45\*

#### 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*

<sup>\*</sup>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

12/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

<sup>\*</sup>Subtract \$ 0.10 to calculate premium rate.

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

#### WAGES

Per Hour: STEEL:

Bridge Painting:

07/01/2023 \$ 54.50 + 10.10\* 10/01/2023 \$ 56.00 + 10.35\*

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

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

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

#### SHIFT WORK:

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 11.78 + 30.85\* \$ 12.43 + 31.55\*

#### **OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

#### REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 21.80	\$ 22.40
0/00/20, 700 202-201	+ 4.04	+ 4.14
2nd year	\$ 32.70	\$ 33.60
portionary in Properties	+ 6.06	+ 6.21
3rd year	\$ 43.60	\$ 44.80
2 (100 C)	+ 8.08	+ 8.28
Supplemental Benefits - Per	hour:	
1st year	\$ .90	\$ 1.16
Section Processes	+ 12.34	+ 12.62
2nd year	\$ 7.07	\$ 7.46
	+ 18,51	+ 18.93
3rd year	\$ 9.42	\$ 9.94
	+ 24.68	+ 25.24

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

<sup>\*</sup> 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).

<sup>\*</sup> 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).

Painter - Line Striping

12/01/2023

#### JOB DESCRIPTION Painter - Line Striping

#### DISTRICT 8

#### **ENTIRE COUNTIES**

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

#### WAGES

Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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.

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

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

#### SUPPLEMENTAL BENEFITS

Per	hour	paid	1:
0. V = 0.00			

Journeyworker:

Striping Machine Operator: Linerman Thermoplastic: \$ 10.03 10.03 \$ 22.24

\$ 15.00

\$ 23.65 23.65

\$ 15.00

OVERTIME PAY

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

#### HOLIDAY

Paid: Overtime:

1st Term:

See (5, 20) on HOLIDAY PAGE See (5, 20) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

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

2nd Term:	18.92	18.92	20.47
3rd Term:	25,22	25.22	27.30
Supplemental Benefits per hour:			
1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

\$ 15.00

12/01/2023

8-1456-LS

#### JOB DESCRIPTION Painter - Metal Polisher

#### DISTRICT 8

#### **ENTIRE COUNTIES**

Painter - Metal Polisher

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

 Metal Polisher
 \$ 38.18

 Metal Polisher\*
 39.28

 Metal Polisher\*\*
 42.18

<sup>\*</sup>Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer 12/01/2023

JOB DESCRIPTION Plasterer DISTRICT 9

**ENTIRE COUNTIES** 

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

WAGES

Per hour:

07/01/2023

23 08/01/2023

08/01/2023

Building: Plasterer/Traditional &

\$ 46.00 \$ 47.72 + \$5.00\* + \$5.00\*

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 23.15 \$ 25.35

**OVERTIME PAY** 

Spraying Fireproofing

See (B, E, Q) on OVERTIME PAGE

\*This portion is not subjected to OT premiums.

HOLIDAY

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

REGISTERED APPRENTICES

Wages: 07/01/2023

(per hour) 800 hours term:

\$ 25.44 + 2.75\* \$ 19.30+ 0.68\* 1st term 2nd term 27.49 + 2.51\* \$ 22.53+ 0.81\* 3rd term 32.38 + 3.50\* \$ 25.79+ 0.95\* 4th term 34.68 + 3.75\*

\*This portion is not subjected to OT premiums.

Supplemental Benefits:

(per hour):

(800) hours term:

\$ 14.70 \$ 11.59 1st term 2nd term 15.60 \$ 12.02 3rd term 17.43 \$ 12.52 4th term 18.35

9-262

DISTRICT 4

Plumber

JOB DESCRIPTION Plumber

**ENTIRE COUNTIES** Nassau, Suffolk

WAGES

Per Hour: 07/01/2023

Plumber/

**PUMP & TANK** \$46.99

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber

\$ 35.39

**OVERTIME PAY** 

See (B, B2, E2, Q, \*V) on OVERTIME PAGE (V) For Sundays & Holidays if Worked Only

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 Percentage of Journeyman's wage:

30% 1st Term 2nd Term 40% 3rd Term 50% 60% 4th Term 5th Term 70%

Supplemental Benefits Per Hour:

\$ 23.47 1st Term 24.11 2nd Term 3rd Term 24.93 4th Term 25.31 5th Term 28.54

4-200 Pump & Tank

12/01/2023

12/01/2023

JOB DESCRIPTION Plumber

**DISTRICT 4** 

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Plumber

Per Hour:

07/01/2023

11/01/2023

05/01/2024

Plumber

\$ 57.23

\$ 57.98

\$ 58.98

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber

\$ 49.65

\$ 50.20

\$ 50.75

05/01/2024

\$ 36.02

38.51

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

CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st 30% 2nd 40% 3rd 50% 4th 60%

11/01/2023

37.86

\$ 35.52

5th 70%

Supplemental Benefits per hour:

	07/01/2023	
1st Term	\$ 35.02	
2nd Term	37.51	
3rd Term	39.03	
4th Term	40.68	

42.41

39.53 40.03 41.68 41.18 42.91 43.41

Plumber

5th Term

12/01/2023

4-200

JOB DESCRIPTION Plumber

DISTRICT 4

**ENTIRE COUNTIES** 

Nassau, Suffolk

Per Hour:

07/01/2023

11/01/2023

05/01/2024

Plumber

MAINTENANCE ONLY

\$ 34.55

\$ 35.05

\$35.05

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber

Maintenance

\$ 20.93

\$ 21.43

\$ 22.43

**OVERTIME PAY** 

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

4-200 Maintance

12/01/2023

Roofer

**DISTRICT** 4

JOB DESCRIPTION Roofer

**ENTIRE COUNTIES** Nassau, Suffolk

WAGES

Per Hour

07/01/2023

ROOFER/Waterproofer

Total Wage

\$ 55.75

to be Paid

"Base" Wage

49.25\*\*

SUPPLEMENTAL BENEFITS

Page 57

Per Hour:

ROOFER/Waterproofer

\$ 36.36

**OVERTIME PAY** 

Per Hour:

NEW ROOF SEE (B,E,Q) RE-ROOF SEE (B,E,E2,Q)

\*\* Overtime Pay to be calculated on "BASE" Wage then add \$6.50. (Example: \$49.25 x time and one half = \$73.88 + \$6.50 = \$80.38)

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE See (5, 6, 13, \*16, \*\*25) on HOLIDAY PAGE Overtime:

Note: Time and One Half the Hourly Base Rate + \$6.50 if worked.

REGISTERED APPRENTICES

(1) Year terms at the following Percentage of Roofers/Waterproofers Base Wage.

1st

2nd

3rd

40%

50% 70%

80% + \$ 5.20/Hr.

Supplemental Benefits per hour:

1st Term 2nd Term \$ 10.34 12.77

3rd Term

25.99

29.22 4th Term

4-154

**Sheetmetal Worker** 

12/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

**ENTIRE COUNTIES** 

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

Per Hour:

07/01/2023

Sign Erector

\$ 56.00

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

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

Sign Erector

\$ 55.66

**OVERTIME PAY** 

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE 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 35% 2nd 40%

3rd 45% 4th 50% 5th 55% 6th 60% 7th 65% 8th 70%

9th 75% 10th 80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

1st 2nd \$ 16.95 \$ 14.95

3rd \$ 18.93

4th \$ 20.93

5th \$ 28.56

6th \$ 31.05

7th \$ 33.57

8th \$ 36.05 9th

\$ 38.56

10th \$41.05

4-137-SE

**Sheetmetal Worker** 

12/01/2023

JOB DESCRIPTION Sheetme	tal Worker		DISTRICT 4	
ENTIRE COUNTIES Bronx, Kings, Nassau, New York			emocratica in materials (see	
WAGES	<ul> <li>State of the state of the state</li></ul>			
Per Hour:	7/01/2023	11/01/2023		
Sheetmetal Worker	\$ 59.94	\$ 61.09		
Maintenance of Fans Temporary Operation	\$ 47.95	\$ 48.87		
SUPPLEMENTAL BENEFITS Per Hour:				
Sheetmetal Worker	\$ 51.16	\$ 53.25		
Maintenance Worker	\$ 51.16	\$ 53.25		
OVERTIME PAY See (B, E, E2, Q, V) on OVERTIM For Maintenance See Codes B,E				
HOLIDAY Paid: See Overtime: See	(1) on HOLIDAY PAGE (5, 6, 11, 15, 16, 25, 26) on H	OLIDAY PAGE		
REGISTERED APPRENTICE: Per Hour:Wages				
Six(6) Month Terms As Follows:				
1st & 2nd Term	\$ 20.85	\$ 21.26		
3rd & 4th Term	26.87	27.39		
5th & 6th Term	32.89	33.52		
7th & 8th Term	41.94	42.75		
9th Term	47.53	48.55		
Per Hour: Supplemental Benefits				
1st & 2nd Term	\$ 19.02	\$ 19.66		
3rd & 4th Term	25.90	26.73		
5th & 6th Term	30.55	31.57		
7th & 8th Term	37.49	38.78		
9th Term	42.14	43.62		4-28
Steamfitter				12/01/2023
JOB DESCRIPTION Steamfitt	er		DISTRICT 4	
ENTIRE COUNTIES Bronx, Kings, Nassau, New York,				
WAGES				
Per Hour:	07/01/2023	01/01/2024 Additional	07/01/2024 Additional	
AC Service/Heat Service & Refrigeration	\$ 44.85	\$1.25/Hr.*	\$1.25/Hr.*	
(*)To be allocated at a later date.				
Refrigeration, A/C, Oil Burner and	d Stoker Service and Repair.			

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 20.71 Per Hour Paid: \$17.65

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air Condition / Heating Compressor installation. (Not to exceed 15 tons combined on any one project).

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms Wages per hour:

 1st Term
 \$ 21.71

 2nd Term
 26.21

 3rd Term
 30.53

 4th Term
 36.87

Benefits per hour Worked:

 Per Hour Paid:
 Per Hour Paid:

 1st Term
 \$ 14.20
 \$ 11.14

 2nd Term
 14.57
 12.48

 3rd Term
 15.91
 13.38

 4th Term
 17.72
 15.77

4-638B-StmFtrRef

Steamfitter

12/01/2023

JOB DESCRIPTION Steamfitter

DISTRICT 4

**ENTIRE COUNTIES** 

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

WAGES

Per Hour:

07/01/2023

Sprinkler/Steam

\$ 69.11

AC/Heat Fitter

Temporary

52.54

Heat & AC Fitter

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam

\$ 53.24

Fitter

Temporary

43.67

Heat & AC Fitter

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

**OVERTIME PAY** 

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00:

Sprinkler/Steam Temp Heat/AC Wages \$ 138.22 Wages \$ 105.08 Benefit \$ 106.48 Benefit \$ 87.34

HOLIDAY

Paid: Overtime:

See (1) on HOLIDAY PAGE See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term

2nd Term

3rd Term

4th Term

5th Term

\$ 27.68

\$ 34.59

\$ 41.49

\$ 48.40

\$ 55.30

SUPPLEMENTAL BENEFIT per hour:

Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Dec 01 2023

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.80	\$ 27.05	\$ 32.28	\$ 37.53	\$ 42.76
Premium Time Amou	ints:			
43.60	54.10	64.56	75.06	85.52 4-638A-StmSpFtr

Teamster - Asphalt Delivery

12/01/2023

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2023

Asphalt Delivery

\$41,255

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Asphalt Delivery

\$ 35.99

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

Asphalt Delivery

\$ 50.3125

Light Construction Work

TRUCK DRIVER

Asphalt Delivery

\$ 13.05

OVERTIME PAY See (B, \*B2, E, \*\*I, P, R, T, \*\*\*U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T&\*U) Apply to Heavy Construction. Note: (B2,I,T&\*U) Apply to Light Construction.

Note: (\*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

See (5, 6, \*16, \*\*25) on HOLIDAY PAGE Overtime: NOTE:(\*16) Paid at Double if Worked; (\*\*25) Paid at Double if Worked.

4-282

Teamster - Building

12/01/2023

DISTRICT 4

JOB DESCRIPTION Teamster - Building

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

07/01/2023

Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Dec 01 2023

Trailers

\$ 35.77

Straight Jobs

\$ 35.47

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

\$ 38.85

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

12/01/2023

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

**DISTRICT 4** 

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2023

Concrete Delivery

\$ 40.005

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Concrete Delivery

36.815

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

Concrete Delivery

\$ 45.475

Light Construction Work Concrete Delivery

15.355

**OVERTIME PAY** 

NOTE: Heavy Construction: B2,1

Light Construction: B, E, P

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE See (5, 6, \*16, \*\*25) on HOLIDAY PAGE NOTE:(\*16) Paid at Double if Worked. (\*\*25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway

12/01/2023

JOB DESCRIPTION Teamster - Heavy&Highway

**ENTIRE COUNTIES** 

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2023

Site Excavating

(Chauffeurs)

\$ 41.255

Light Construction Work:

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating

(Chauffeurs)

\$ 35.99

#### SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

Chauffeurs

\$ 50.3125

Light Construction Work

Chauffeurs

\$ 13.05

OVERTIME PAY See (B, \*B2, E, \*\*I, P, \*\*\*R, \*\*\*\*U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift

work.

Note: (B,E,P,T & \*U) Apply to Heavy Construction. Note: (B2,I,T & \*U) Apply to Light Construction. Note: (\*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid:

Overtime:

See (1) on HOLIDAY PAGE See (5, 6, \*16, \*\*25) on HOLIDAY PAGE

NOTE:(\*16) Paid at Double if Worked. (\*\*25) Paid at Double if Worked.

4-282

#### Welder

12/01/2023

#### JOB DESCRIPTION Welder

#### DISTRICT 1

**ENTIRE COUNTIES** 

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

#### WAGES Per hour

07/01/2023

Welder:

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

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

#### OVERTIME PAY

HOLIDAY

1-As Per Trade

#### 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
(1)	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
(0)	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

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.

Triple the hourly rate for Holidays

U ) Four times the hourly rate for Holidays

V ) Including benefits at SAME PREMIUM as shown for overtime

W ) Time and one half for benefits on all overtime hours.

X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for

worked hours. (Refer to other codes listed.)

#### Holiday Codes

#### PAID Holidays:

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

#### OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

# New York State Department of Labor - Bureau of Public Work State Office Building Campus Building 12 - Room 130 Albany, New York 12226

#### REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: Public Work District Office Date: Contracting Agency Architect or Engineering Firm (Check Only One) A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency) 1. Name and complete address (Check if new or change) 2. NY State Units (see Item 5). 07 City 01 DOT 08 Local School District 02 OGS 09 Special Local District, i.e., Fire, Sewer, Water District 03 Dormitory Authority 10 Village 04 State University 11 Town Construction Fund 05 Mental Hygiene Facilities Corp. 12 County Telephone Fax 13 Other Non-N.Y. State (Describe) 06 OTHER N.Y. STATE UNIT E-Mail: 3. SEND REPLY TO (check if new or change) 4. SERVICE REQUIRED. Check appropriate box and provide project Name and complete address: information. New Schedule of Wages and Supplements. APPROXIMATE BID DATE : Additional Occupation and/or Redetermination Telephone Fax PRC NUMBER ISSUED PREVIOUSLY FOR OFFICE USE ONLY THIS PROJECT: E-Mail: **B. PROJECT PARTICULARS** Location of Project: Project Title Location on Site Description of Work Route No/Street Address \_\_\_\_\_ Village or City \_ Contract Identification Number Town Note: For NYS units, the OSC Contract No. County\_ 7. Nature of Project - Check One: OCCUPATION FOR PROJECT: **Fuel Delivery** 1. New Building Construction (Building, Heavy Guards, Watchmen 2. Addition to Existing Structure Highway/Sewer/Water) Janitors, Porters, Cleaners, 3. Heavy and Highway Construction (New and Repair) **Elevator Operators** Tunnel 4. New Sewer or Waterline Moving furniture and Residential 5. Other New Construction (Explain) equipment Landscape Maintenance 6. Other Reconstruction, Maintenance, Repair or Alteration Trash and refuse removal Elevator maintenance 7. Demolition Window cleaners Exterminators, Fumigators 8. Building Service Contract Other (Describe) Fire Safety Director, NYC Only 9. Does this project comply with the Wicks Law involving separate bidding? YES NO 10. Name and Title of Requester Signature



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

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

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

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

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

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

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

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE,		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	* = * * *	AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC	- 110 10-1-0	BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8418	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOI.		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING,		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOI.	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL.	DOL	****5161	CALADRI DEVELOPMENT		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	****7247	CENTURY CONCRETE CORP	-m3(2,7)	2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2026
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU AK/A CHRIS PAPASTEFANOU	- in - in	1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL.	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2020
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/202
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/202
DOL	DOI.		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/202
DOL.	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/202
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/202
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/202
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/202
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/202
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/202
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/202
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/202
DOL	DOL	0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/300
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/202
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/202
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/202
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/202
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/202
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/202
DOL.	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/299
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/202
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/202
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/202
DOL	DOL		HANS RATH	P. S R.	24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/202
DOL.	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/203
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/20:
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/202
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.	- <del></del>	8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/20
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/202
DOL	DOL.		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/202

DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOI.	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOI.		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RY, 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	DNA 7LML	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION	3.00	C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/202
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SQN	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/202
DOL	NYC	1 - 2 - 2 - 2	JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/202
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/202
DOL	DOL		JMJ7 & SON CONSTRUCTION,		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/202
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/202
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/202
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/202
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/202
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/202
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/202
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/202
DOL	DOL		JON E DEYOUNG		251 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/202
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/202
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/202
DOL	DOI.		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/202
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/202
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/202
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/202
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/202
DOL	DOI.	****5116	JP RACE PAINTING, INC. T/A		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/202
DOI.	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/202

DOL	DOL	****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND	5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL.	DOI.		KARIN MANGIN	796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR	7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL	*****2959	KELC DEVELOPMENT, INC	7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER	7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOI.	****1833	KMA GROUP INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	NYC		KULWANT S. DEOL	9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/202
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/299
DOL	DOL		LEROY E, NELSON JR	531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/202
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/202
DOL	AG	*****3291	LINTECH ELECTRIC, INC.	3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/202
DOL	DOL		LOUIS A, CALICCHIA	1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/202
DOL	NYC		LUBOMIR PETER SVOBODA	27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/202
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.	27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/202
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.	11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/202
DOL	DA		MANUEL P TOBIO	150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/299
DOL	DA		MANUEL TOBIO	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/299
DOL	NYC		MAREK FABIJANOWSKI	50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/202
DOL	NYC		MARIA NUBILE	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/202
DOL	DOL		MATTHEW P. KILGORE	4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/202
DOL	DOI.	*****4829	MILESTONE ENVIRONMENTAL CORPORATION	704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/202
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC	325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/202
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES,	14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/202
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.	42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/202
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.	42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/202
DOL	NYC		MUHAMMED A. HASHEM	524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/202
DOL	NYC		NAMOW, INC.	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/202
DOL	DOL	****7790	NATIONAL BUILDING & RESTORATION CORP	1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/202
DOL	DOL	****1797	NATIONAL CONSTRUCTION SERVICES, INC	1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/202
DOL	DA	****9786	NATIONAL INSULATION & GC	180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/202

DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DA	Ī	NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E, FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS,		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES,		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION	X	524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL.	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	1	RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	<del> </del>	ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2020
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2020
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/202
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		853 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/202
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/202
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/202
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024

DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA	T	SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/18/2026
DOI.	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2020
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/202
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/202
DOL	DOL	*****8209	SYRACUSE SCALES, INC.	-	158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/202
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/202
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/202
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/202
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/202
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/202
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/202
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/202
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/202
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/202
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/202
DOL	DOL	****6418	VALHALLA CONSTRUCTION,		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/202
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/202
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/202
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/202
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/202
DOL.	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/202
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/202

DOI.	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL	10-20-02	WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5924	WILLIAM G, PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028