



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7316
Fax (845) 569-7490

Cheryl A. Gross
City Comptroller
cgross@cityofnewburgh-ny.gov

ATTENTION BIDDERS

BID DOCUMENTS

FOR

EMERGENCY EQUIPMENT RENTAL WITH OPERATOR

FOR

EXCAVATION SERVICES FOR THE CITY OF NEWBURGH

PUBLIC WORKS AND WATER DEPARTMENTS

NEW YORK

When bidders are either downloading a bid request from the City of Newburgh web site (www.cityofnewburgh-ny.gov / Departments / Comptroller / Open Requests / Bids) or receive a current copy from areas other than the City Comptroller's Office, **Bidders are required** to contact Elizabeth Garrison, Administrative Assistant to the City Comptroller and place their company name with complete contact information on the City's Bidders List. This will ensure that each Bidder receives any and all Addenda which may apply to the current bid package. Failure to receive all current information could result in your company submitting an inaccurate Bid, which may be disqualified by the City of Newburgh.

Bidders should forward their company name, contact person, telephone/facsimile numbers, email address and the company's physical mailing address (post office box number is not acceptable as FedEx/UPS will not deliver to such should Addenda be issued) to: egarrison@cityofnewburgh-ny.gov



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CONTRACT DOCUMENTS

FOR

EMERGENCY EQUIPMENT RENTAL WITH OPERATOR BID

FOR EXCAVATION SERVICES FOR THE CITY OF NEWBURGH, NY

BID #31.12

BIDS DUE: 11:00 A.M., PREVAILING TIME TUESDAY, DECEMBER 18, 2012

BY ORDER OF THE CITY OF NEWBURGH

CITY COMPTROLLER CHERYL A. GROSS
CITY HALL – COMPTROLLER'S OFFICE
83 BROADWAY – 4TH FLOOR
NEWBURGH, NY 12550

FOR

DEPARTMENT OF PUBLIC WORKS AND WATER DEPARTMENT
NEWBURGH, NEW YORK

PLANS AND/OR SPECIFICATIONS BECOMING AVAILABLE:

WEDNESDAY, DECEMBER 5, 2012

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NOTICE TO BIDDERS

EMERGENCY EQUIPMENT RENTAL WITH OPERATOR

for Excavation Services for the Public Works and Water Departments
City of Newburgh, New York

The City of Newburgh is requesting sealed bids for Emergency Equipment Rental with Operator in accordance with the specifications on file with the City Comptroller, 83 Broadway – 4th Floor, Newburgh, New York.

Sealed bids will be received by the City Comptroller in her office at City Hall, 83 Broadway - 4th Floor, Newburgh, New York until 11:00 A.M., prevailing time on Tuesday, December 18, 2012 at which time and place bids will be publicly opened and read aloud. Bids shall be submitted in a sealed envelope and clearly marked "Bid for Emergency Equipment Rental with Operator". All bids shall remain firm for a term of one (1) year after date of award by the City of Newburgh. The City of Newburgh will rent equipment listed in the bid document on an as needed basis.

Specifications may be obtained through the Comptroller's Office in City Hall or by contacting Elizabeth Garrison, Administrative Assistant to the City Comptroller, by telephone at (845) 569-7316 or via email at egarrison@cityofnewburgh-ny.gov with full contact information from the requesting Vendor.

Bidders are required to execute a non-collusive bidding affidavit pursuant to section 103d of the General Municipal Law of the State of New York. The City of Newburgh is exempt from payment of Federal and State taxes on all materials supplied to the owner pursuant to this contract. Bids submitted without a non-collusion bidding affidavit will not be considered.

No bid shall be withdrawn for a period of forty-five (45) days subsequent to the opening of the bids without the consent of the City of Newburgh Comptroller.

The award of this bid may be subject to approval by City Council. The City reserves the right to reject any or all bids, or to accept any part of the bid without accepting the whole thereof, or to accept such bid they deem to be in the best interest of the City.

Cheryl A. Gross
City Comptroller

Dated: Tuesday, December 4, 2012

/edg

ADVERTISE: Hudson Valley Black Press, **Wednesday, December 5, 2012**
Mid Hudson Times, **Wednesday, December 5, 2012**
The Sentinel, **Tuesday, December 4, 2012**

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

INSTRUCTIONS TO BIDDERS

NOTICES, CONDITIONS, AND EVALUATION FACTORS

TO BE CONSIDERED, BIDS MUST BE MADE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THESE INSTRUCTIONS TO BIDDERS.

1. Definitions –

- (A) "Solicitation" refers to and includes the Invitation for Bids, the Instructions to Bidders, Schedule, Terms and Conditions, other Bid Documents and all attachments, etc., issued with the Invitation for Bids, together with any and all addenda and errata applying thereto which may, as required, be issued prior to bid opening.
- (B) "Contract Documents" consist of the Agreement between the City and the Contractor (hereinafter the Agreement), Terms and Conditions, Schedule, Specifications, Drawings, any and all addenda and errata issued prior to execution of the Contract, other documents listed in the Bid Form and in the Form of Agreement, and Modifications issued after execution of the Contract.
- (C) "Contract" refers to the contract documents, which form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Solicitation and bid documents. The Contract may be amended or modified only by a written Modification reviewed and approved by Council.

2. Preparation of Bids and Proposals –

- (A) Bids may not be modified after submittal. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- (B) No Bid may be withdrawn for a period of forty-five (45) days from the specified date and time for bid opening except as provided by applicable law.
- (C) Any and all signatures shall be executed using *blue* ink in order to identify original documentation of Bid.
- (D) Forms provided under this Invitation for Bids must be used.
- (E) Original form of Bid must be submitted to City. Photocopies, facsimile or electronic mailings of Bid submissions will not be accepted and will be immediately rejected.

3. Submission of Bids –

- (A) Sealed Bids must be delivered or mailed in a sealed envelope to City Comptroller Cheryl A. Gross, City Hall, 83 Broadway – 4th Floor, Newburgh, NY 12550 to arrive no later than 11:00 A.M., prevailing time Tuesday, December 18, 2012. Late bids will not be accepted.
- (B) The words "**Bid for Emergency Equipment Rental with Operator**" must be clearly marked on the outside of the sealed envelope along with the Bidder's name and address. Same shall be required to be clearly marked on envelope used for mailing bid should Bidder utilize the postal, UPS, FedEx, or other courier type service. No Bid may be withdrawn for a period of forty-five (45) days after Bids are opened.
- (C) Bids must be submitted in accordance with this Invitation for Bids and contain the following mandatory items with Bid in order to be considered:
 - a. Bid Form/Bid Schedule/Experience Record/Non-Collusion Bidding Affidavit: Indicated as page

- number BF-1 through BF-6; must be completed; executed originals must be in Bid submitted;
- b. Equipment Inventory: Contractor shall provide descriptive list of equipment and tools available for emergency calls as a *supplement* to the Bid Schedule if additional space is needed to detail items included in this Bid;
- c. Evidence of Bidder's ability to obtain Performance and Maintenance Bonds;
- d. Photocopies of company licenses and/or registrations.

4. Interpretations –

The Bid Documents, Terms and Conditions and Specifications will be considered clear and complete. Any bidder desiring an explanation, interpretation, or clarification must submit a written request to George Garrison, Superintendent of Public Works, 88 Pierces Rd., Newburgh, NY 12550 or by email at ggarrison@cityofnewburgh-ny.gov. Replies will be issued as Addenda to the Solicitation to all parties recorded as having received Bid Documents and will become a part of the Contract. The City WILL NOT BE RESPONSIBLE for oral clarification and the same shall be without legal effect. Questions must be submitted no later than 12:00 P.M., local time, December 10, 2012. Questions received after said time and date will not be answered.

5. Iran Divestment Act –

By submission of a Bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

The City of Newburgh reserves the right to reject any Bid from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The vendors signature on the Bid Form will be considered certification that they vendor is in compliance with all aspects of this regulation.

6. Non-Collusion Bidding Affidavit (made part of Bid Form) –

- (A) The City requires that a Non-Collusive Bidding Affidavit be submitted with all Bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law.
- (B) This Non-Collusive Bidding Affidavit must be executed in *blue* ink by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the Bid.
- (C) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (D) If a Bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

- (E) Failure to file a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

7. Basis of Bid –

- (A) The bidder must include any Alternates and Unit Cost Items as may be shown on the Bid Form. Failure to comply will be cause for rejection of the bid.
- (B) Any omissions, alterations, additions, or deductions not called for, conditional or uninvited alternative bids, or irregularities of any kind of the Bid Form shall be cause for rejection of the bid.
- (C) No assignment of bids will be considered.
- (D) The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax. Net prices as shown in the bid proposal shall exclude said Federal and State Tax amounts. Tax Exempt Forms will be signed by the City and provided to the successful bidder upon contract award. This provision shall not apply to construction, repair and/or maintenance contracts where under the bidder purchases supplies, materials and/or equipment for the performance of the contract and includes the cost thereof in computation of his/her bid or proposal.
- (E) The City will not consider offers of discount for prompt payment in its determination of the lowest bid, but reserves the right to apply any such discount offered by the successful bidder.

8. Bid Opening –

The time for receiving bids will be declared closed at the advertised time. Bids will be publicly opened, initially reviewed and read aloud in the following manner with the subsequent information, including but not limited to:

- (A) The City Comptroller, or his/her designated representative, will state the official time for record of the opening and will inquire if all bids have been turned in from bidders present at opening.
- (B) Bid information read aloud will be recorded on a Bid Tabulation Form available to the public after the bid openings have been completed and meeting is closed by a designated representative of the City.
- (C) The City's Engineer or Department Head will read aloud the name and address of the bidder(s).
- (D) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security (bond, certified check or cashier's check), non-conforming Non-Collusive Bidding Affidavit or samples, or fails to properly execute and seal the said documents the bidder in the City's sole discretion may be given 72 hours from the time of the bid opening in which to provide such information to the City.
- (E) Bid amount(s) will be read aloud twice for clarification purposes.
- (F) Bidders present will be afforded an opportunity to review the bids received and opened at this time. After the meeting is closed, such information must then be requested under the Freedom of Information Law which copies are charged .25¢ per page.
- (G) The City has the right to waive any and all informalities.

9. Acceptance, Rejection, or Disqualification of Bids –

- (A) The City will award contract(s) to the lowest responsible bidder(s), including full consideration of any alternates which may be submitted by Bidder on the Bid Form or on an additional sheet(s) of paper affixed to the Bid in any form desired which is not stipulated by the City, meeting all terms, conditions, and specifications, whose bid(s) is/are considered to be the most economical and in the City's best interests. The City reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof.

- (B) A bid which is incomplete, obscure, conditional, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, which are not initialed, may be rejected as non-conforming.
- (C) The City reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

10. Contract Term –

The Contract for Emergency Equipment Rental with Operator for excavation services shall be for a period of one (1) year.

11. Execution of Contract –

- (A) The successful bidder must execute a written contract with the City within ten (10) days after award of the contract. If the successful bidder fails or refuses to execute the formal contract within ten (10) days of the date of Notice of Acceptance letter, the award of the contract shall be voided, and all obligations of the City in connection herewith shall be canceled.
- (B) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the contractor shall be prepared, upon written Notice of Acceptance, to commence work or supply goods, materials, services or equipment on the date of execution of contract.

GENERAL TERMS AND CONDITIONS

1. During the course of normal maintenance and street/utility rebuild projects, the Public Works and Water/Wastewater Departments occasionally requires services deemed as emergencies and/or beyond the capabilities of "in-house" resources.
2. The City intends to create a roster of qualified Contractors willing to contract with the City of Newburgh on an as-needed basis and to establish in advance the unit pricing for compensation of such services.
3. No minimum amount of work is implied or guaranteed under this Invitation.
4. By seeking Bids from Contractors, the City does not represent that it will utilize the Contractor's services, or that it will utilize the Contractor's services any guaranteed number of times over the course of the Contract period.
5. All Bidders must be properly licensed and/or registered in the services being performed. Photocopies of company and employee licenses and/or registrations must be submitted with a properly executed Bid Form. The Bidder/Contractor is responsible for updating information as necessary.
6. Bid(s) shall be in unit pricing, inclusive of all management, operators, tools, supplies, equipment, and labor necessary to ensure timely performance of the required services on an as-needed basis. Fueling and vehicle servicing will not be provided by the City.
7. All Bids must be made on the required Bid Form attached. All blanks spaces for Bid prices must be filled in, in *blue* ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required. Should the Bidder not provide certain services, or desire not to bid certain items, the Bid price shall be filled in as "N/A".
8. The Bidder agrees that by submitting its Bid as set forth in its Bid Form, the Bid price(s) will remain firm and in effect for a period of forty-five (45) days from the Bid due date and time of 11:00 A.M., prevailing time, Tuesday, December 18, 2012. No Bid shall be withdrawn for same forty-five (45) day period.
9. Bidder participants, whether general contractor, prime contractor, joint venture contractor or sub-contractor, shall provide documented evidence of having completed projects of a similar nature to the project being bid. Bidder shall be required to submit references of previous projects for which City to verify references. This experience documentation shall be submitted as a requirement for being considered for award of the Contract for the subject Work being bid and is made part of the Bid Form referenced as Experience Record.
10. Bid Bond will not be required. However, successful Contractor(s) will be required to obtain a Performance Bond and Maintenance Bond prior to Contract execution. Therefore, all Bidders must submit evidence of their ability to obtain both Performance and Maintenance Bonds with their sealed Bid. A Letter of Intent for each bond shall be an acceptable form of evidence. Performance Bond shall be discussed with a designated representative of the City of Newburgh in order to establish bond value at time of need.
11. A one (1) -year, 10% Maintenance Bond or Letter of Credit to cover defective workmanship and materials may be required for a project, as defined by the Work from the Contractor(s) utilized no later than at the end of the Contract period.
12. Successful Contractor(s) will be notified of their placement on the roster by a Notice of Acceptance within ten (10) days of acceptance by resolution of City Council.
13. Each Contractor who receives a Notice of Acceptance will be required to execute the Agreement and provide current Workman's Compensation Insurance verification and proof of liability insurance naming the City of Newburgh as an additional insured within ten (10) calendar days from the date when the Notice of Acceptance is delivered to the Bidder(s).

THE PRIMARY GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF WORKMEN'S COMPENSATION INSURANCE REGARDLESS OF THE BID PRICE FOR ALL SUBCONTRACTORS.

14. The Notice of Acceptance shall be accompanied by the necessary Agreement and required Bond form(s). In case the Contractor fails to execute the Agreement, the City reserves the right to exercise its

option to consider the Contractor in default, in which case the City will remove the Contractor from the roster and will not consider the Contractor for any as-needed emergency services pursuant to this Invitation.

15. Contractors placed on the roster will generally be utilized in order of award for the services needed. The City reserves the right, however, to take into account responsiveness as well as past performance in determining which Contractor will be contacted first and given the opportunity to perform the Work. Should the first contacted Contractor be unable or unwilling to perform the needed service, the City will proceed down the roster as necessary to meet the needs of the City.
16. Contractors who are placed on the roster and who undertake the Work will be required to perform services pursuant to the terms described herein.
17. The City shall retain the right to remove any Contractor from the roster if the Contractor fails to meet and maintain the terms described in this Invitation or fails to provide services that meet the standards set in the industry within the demands and time constraints established by the City for the project.
18. Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, regulations and ordinances that may be applicable to the operation of the equipment provided by Contractor for excavation services.
19. The Contractor shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the Work, during its progress, a competent project manager and any necessary assistants. The manager shall represent the Contractor in his/her absence and all directions given to him/her shall be as binding as if given to the Contractor.
20. The City reserves the right to inspect all equipment at any time.
21. Invoice: Contractor shall invoice the City within thirty (30) days after Work is completed. The City shall make payment within thirty (30) days of receipt of invoice. Certified payrolls must be included if prevailing rate is made part of any invoice requesting payment. Payment will not be processed until certified payrolls are submitted. If a situation arises where the City needs the Contractor to supply materials to finish the emergency work requested, the City Representative shall direct the Contractor to supply such materials. Said materials authorized by the City Representative will be reimbursed to the Contractor so long as original invoices from vendor(s) for materials purchased are submitted to the City as documentation for reimbursement and shall be approved by the City Representative for payment to be processed.
22. Independent Contractor: Contractor must be and remain an independent Contractor with respect to all services performed under this Invitation. Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, workers' compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.

Contractor's employees shall not be deemed employees of City for any purpose and shall at all times be recognized as the Contractor's employees and work under Contractor's control and supervision. The Contractor's employees shall not acquire any rights or benefits provided for employees of City of Newburgh. However, the Contractor's supervisors shall, in the performance of services herein requested, comply with the written or verbal instructions received from the Superintendent of Public Works, Water or Engineering Departments. Supervisors shall then be directly responsible for transmitting this information to Contractor's employees.

The Contractor and their personnel are required to adhere to all federal, state and local laws that apply to the provisions of the services under this Contract, as well as those laws that regulate the general public.

23. Provisions: By submission of Bid, the Contractor agrees to the following:
 - a. Illegal Aliens: Contractor warrants that it does not knowingly hire or engage any illegal aliens or

persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall cause for termination of its Contract.

- b. Insurance: Contractor shall carry such public liability and property damage insurance that will protect them and the City of Newburgh from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them. Contractor warrants and guarantees that it maintains adequate insurance with minimum limits of \$1,000,000.00, for activities undertaken pursuant to this Invitation and meet the Insurance Certificate Requirements included with this Invitation.
- c. Workers' Compensation: Contractor shall carry Workers' Compensation insurance in amounts sufficient to cover those obligations imposed by the Workers' Compensation Law of New York, and any other applicable laws for any employee engaged in the performance of Work under this Invitation.
- d. Indemnification: Contractor shall indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's performance or non-performance including but not limited to any injuries or damages received or sustained by any person, persons, or property on account of the performance of the Contractor or their employees should such Contractor perform work for the City pursuant to this Invitation. The Contractor will be responsible for any and all damages that result from repair work performed, and will hold the City of Newburgh harmless in all claims resulting from the execution of the repairs for the City of Newburgh, i.e. utility disruption, spills, personal injury, etc. Contractor will defend at its sole expense all such actions with counsel satisfactory to City and will satisfy any judgment rendered against City in such action.

24. Law: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over services of the Project Work shall apply to this Invitation throughout.

25. Choice of Law: Any action brought to enforce this Invitation shall be brought in the state courts of New York.

SUPPLEMENTARY CONDITIONS

PART I

1. Accident Prevention, Safety.
2. Power of Owner in Emergency.
3. Owner-Withhold Payments.
4. Existing Utilities.
5. Notification of Broken Pipe.
6. Maintaining Flow.
7. Contractor's Telephone Number.
8. Barricades, Signs & Lights.

1. **ACCIDENT PREVENTION, SAFETY AND HEALTH REGULATIONS.** The Contractor shall comply with Department of Labor Safety and Health Regulations for construction promulgated under Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of Contract Work Hours and Safety Standards Act (PL 91-54). Section 4(b) (4) of the Occupational Safety and Health Act of 1970 further states as follows:

"Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment."

The Contractor shall indemnify and save harmless the Owner and Engineer from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

2. **POWER OF OWNER TO ACT IN AN EMERGENCY.** In case of an emergency which threatens loss or injury of property, and/or safety of life, the OWNER will be allowed to act, without consent of the Contractor, as he sees fit. The OWNER shall notify the Contractor thereof immediately thereafter.

Any cost to the OWNER shall be paid by the Contractor, if such acts by the OWNER should have been performed by the Contractor, if no emergency had existed which required the OWNER to act. Provisions of this section supersede those which may be conflicting in the Section entitled "Owner's Right to Complete Work".

3. **OWNER'S RIGHT TO WITHHOLD PAYMENTS.** The OWNER may withhold from the Contractor as much of any approved payments due him as may, in the judgment of the OWNER, be necessary:

- a. to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the WORK; or
- b. to protect the OWNER from loss due to defective WORK not remedied; or
- c. to protect the OWNER from suits by private property owners occasioned by damages caused by the failure of the Contractor to confine his operations to areas provided by the OWNER or by the Contractor; or
- d. to protect the OWNER from loss due to the injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or of any of his subcontractors. The OWNER shall have the right, as agent for the Contractor, to apply any such amounts so withheld, in such as the OWNER may deem proper, to satisfy such claims or to secure such protection. Such application of monies shall be deemed payments to the account of the Contractor.

4. **LOCATION OF EXISTING UTILITIES.** The location of known existing utilities, such as waterlines, storm drains, sewers and utility lines, are to be located by the Contractor, in accordance with the best available information and from field measurements and existing available drawings. The OWNER does not guarantee the completeness or the correctness of any data supplied by the City. However, the Contractor shall verify these locations, and in no way shall the Contractor hold the OWNER responsible for utilities which may not be located as shown. Prior to the start of work, the Contractor shall verify these locations, and he shall take all necessary precautions to protect the utilities and services and mains and any damage to them shall be repaired immediately at the Contractor's expense. Where new construction crosses existing utilities, Contractor shall verify and/or determine location and elevation of same, prior to the beginning of construction. The Contractor should take every precaution to contact the applicable utility OWNERS to verify and/or to determine locations of house connections for water and sewer.

5. **NOTIFICATION OF BROKEN PIPE.** In the case of a gas, water, sewer, drain, conduit or other pipe becoming broken or damaged in the prosecution of the work, the Contractor shall give immediate verbal and written notice to the proper authorities and utility owners' representatives and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities and utility owners' representatives shall make the Contractor responsible for any needless loss of water or gas.

6. **MAINTAINING FLOW.** The Contractor shall maintain, both temporarily and permanently as required, the flow through and from existing pipes, sewers, waterlines, services, drains and water ways as required during construction. All costs of maintaining this flow shall be provided by the Contractor at his own expense, unless otherwise specified and/or agreed, shall be deemed included in the various contract items.

7. **CONTRACTOR'S TELEPHONE NUMBER.** The telephone number(s) given on the Bid Form hereby designated as the legal telephone number(s) whereby the Contractor or his representatives may be contacted. The Contractor shall maintain such telephone(s) in operation during regular working hours such that, as necessary, the Contractor or his representatives may be contacted. In addition, the Contractor shall provide 24-hour emergency phone numbers, with such numbers being available to contact the Contractor at any hour in the case of an emergency situation for the purpose of solicitation of this Invitation for Bids. The Contractor shall advise the City of such emergency numbers by letter if and when changes are made.

8. **BARRICADES, WARNING SIGNS AND LIGHTS.** Barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities, and in accordance with the supplemental suggestions, if any, of the City Representative.

The City Representative, however, will not be responsible for specifying the number, location, type, etc. of any barricades, warnings and lights which shall fully and solely be the Contractor's responsibility.

- a. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, warning lights and danger signs along all roads accessible to the public, as required to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
- b. In addition, the Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the WORK or visiting, or travelling through or adjacent to, the site.
- c. Contractor shall provide and pay for necessary watchmen, as required to protect WORK and materials, and flagmen required to permit the safe operation of pedestrian and vehicular traffic at all times.
- d. Contractor shall not restrict access to any private road or driveway by open trenches or storage of materials or excavated material. The Contractor shall provide and maintain suitable temporary crossings over open ditches at all private roads and driveways.

PART II

1. New York State Labor Law
2. Qualification for Employment
3. Discrimination
4. Wage Rate
5. Supplements
6. Unlisted Wage Rate
7. Posting Minimum Wage Rates

1.0 NEW YORK STATE LABOR LAW.

The Contractor shall comply in every respect with the provisions of Section 220 of the Labor Law and no laborer, workers, or mechanic in the employ of the Contractor, subcontractor or other person contracting to do the whole or part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property, and no such person shall be so employed more than eight (8) hours in any day or more than five (5) days in any one week, except in such an emergency. The wages to be paid for a legal day's work, as defined by said section, to laborers, workmen or mechanics employed as aforesaid shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where the aforesaid work, on, about or in connection with which such labor is performed in its final or completed form is to be situated, erected, or used. Laborers shall be paid not less than the minimum hourly rate or wage designated by the Industrial Commissioner, pursuant to Section 220-d of the Labor Law. Said minimum hourly rate of wages having been designated by the Industrial Commissioner are designated in the wage rate sheet forming a part of this Contract, and are to be paid in cash, provided, however, that an employer, except as otherwise provided in Subdivision 3.0 Section 220 of the State Labor Law, may pay his employees by check if he furnishes satisfactory proof to the Industrial Commissioner of his financial responsibility and gives reasonable assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. The Contractor shall abide by and pay workmen, laborers and mechanics employed either by himself or a subcontractor no less than the wage rate set forth on the schedule of wages as annexed to and forming a part of the specifications for the work involved in the contract pursuant to the Labor Law.

The Contractor shall comply with the provisions of Section 222A of the Labor Law relating to prevention of dust hazard in public works if such hazard shall exist. If said section is not complied with by the Contractor, the Contract shall be void.

Pursuant to the provisions of Section 222 of the Labor Law, this contract shall be void unless the Contractor in employing persons upon work embraced in the contract gives preference to citizens of the State of New York, who have been residents for at least six (6) consecutive months immediately prior to the commencement of their employment if available. Each person so employed shall furnish satisfactory proof of residence, in accordance with the rule adopted by the Industrial Commissioner. Each of the Contractors and subcontractors shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized citizens and, in the case of naturalization, the date thereof, and the name of the court in which granted.

2.0 QUALIFICATION FOR EMPLOYMENT.

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract;

provided that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

All employees engaged in work on the project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing and such employees shall be free from interference, restraint, and coercion of employers in designation of such employee representatives, in the self-organization and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the project under this contract and no person employed on the project under this contract shall be required as a condition of the initial or continued employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing.

3.0 **DISCRIMINATION.**

The Contractor shall comply with the provisions of Section 222E of the Labor Law as follows:

(a) That the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor or subcontractor, or any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color 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;

(b) That no contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, color or national origin.

(c) That there may be deducted from the amount payable to the contractor by the State or municipality under this contract a penalty of five (5) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.

(d) That this contract may be cancelled or terminated by the State or municipality, and all the monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(e) Aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

3.1 The Contractor's attention is also called to the State Law Against Discrimination, which also prohibits discrimination in employment because of age and sex.

4.0 **WAGE RATE.**

There shall be paid each employee engaged in work on the project under this contract in the trade or occupation listed not less than the wage rate set opposite the same, as shown on the attached Prevailing Rate Schedule.

5.0 **SUPPLEMENTS.**

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on the public work projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or

dismemberment insurance; and pensions or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

5.1 Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, that supplements to be provided to laborers, workmen and mechanics upon the public works "shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide the additional supplements.

5.2 The Contractor shall provide the statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security.

6.0 **UNLISTED WAGE RATE.**

In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executive, supervisory, clerical, administrative, or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

7.0 **POSTING MINIMUM WAGE RATES.**

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

INSERT STATE WAGE RATES HERE

PRC#: 2012009915

Project Type: Emergency equipment rental with operator bid meant for excavation

Services for the City of Newburgh, New York

Project IDE#: Bid #31.12

Date Requested: 12/04/2012

Schedule Year: 2012 through 2013



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Newburgh
Elizabeth Garrison, Admin. Asst. to Comptroller
Comptroller's Office
83 Broadway - 4th Floor
Newburgh NY 12550

Schedule Year 2012 through 2013
Date Requested 12/04/2012
PRC# 2012009915

Location City-wide
Project ID# Bid #31.12
Project Type Emergency equipment rental w/operator bid meant for excavation services for the City of Newburgh, NY.

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 2012 through June 2013. 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.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT	
Date Completed: _____	Date Cancelled: _____
Name & Title of Representative: _____	

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

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

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.state.ny.us.

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.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Newburgh
Elizabeth Garrison, Admin. Asst. to Comptroller
Comptroller's Office
83 Broadway - 4th Floor
Newburgh NY 12550

Schedule Year 2012 through 2013
Date Requested 12/04/2012
PRC# 2012009915

Location City-wide
Project ID# Bid #31.12
Project Type Emergency equipment rental w/operator bid meant for excavation services for the City of Newburgh, NY.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

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' concerns with regard to 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.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

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, www.labor.ny.gov.

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

WORKER NOTIFICATION

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

Effective February 24, 2008

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



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.

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: www.labor.ny.gov

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) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://o.php.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more 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 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

*****Do not write in any additional Classifications or Counties.*****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
 W. Averell Harriman State Office Campus
 Building 12 - Room 130
 Albany, New York 12240
 Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
 There is a *Dispensation of Hours* in place on the project.
 The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
 The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
 Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
 -or-
 Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number _____ Fax Number: _____ Email Address: _____
 Contact Person: _____
 Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____
 Exact Location of Project: _____ County: _____
 (If you are Subcontractor)
 Prime Contractor Name: _____
 Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
 *** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____
 Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<i>Job Classification</i>	Tag #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<input type="checkbox"/>

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.

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 for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

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.state.ny.us) for current wage rate information.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Orange County General Construction

Asbestos Worker

12/01/2012

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour

7/01/2012

Asbestos Worker:

Removal & Hazardous

Abatement Only

\$ 39.30

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 17.00

OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (2, 4, 6, 25) on HOLIDAY PAGE

* Code Q applies to 4,6,& 25.

** Code T applies to 2.

9-12a - Removal Only

Boilermaker

12/01/2012

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:

07/01/2012

Boilermaker

\$ 47.98

Repairs & Renovations

\$ 47.98

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2012

Boilermaker

33% of hourly

Repairs & Renovations

Wage Paid

+ \$22.25

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.
 ***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES

*REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

		07/01/2012						
Apprentice(s)		33% of Hourly Wage Paid plus amount below						
1st	2nd	3rd	4th	5th	6th	7th	8th	
\$17.41	\$18.10	\$18.79	\$19.48	\$20.17	\$20.86	\$21.55	\$22.25	

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

4-5

Carpenter

12/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour: 07/01/2012

Core Drilling:

Driller	\$ 35.46
Assistant Driller	\$ 28.89

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

* May be allocated between wages and benefits.

SUPPLEMENTAL BENEFITS

Per hour paid:

Driller	\$ 17.52
Asst. driller	17.52

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

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

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

** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year 70%	2nd Year 80%	3rd Year 90%	4th Year 100%
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9-1536-CoreDriller

Carpenter

12/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2012

Marine Construction:

Marine Diver \$ 58.95

M.D.Tender 42.10

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyman \$ 42.37

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

9-1456MC

Carpenter

12/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2012

Carpet/Resilient

Floor Coverer \$ 45.34

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 38.58

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 is Percentage of Journeyworkers Wage

(1) year terms:

1st. 40%	2nd. 50%	3rd. 65%	4th. 80%
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Supplemental benefits per hour:

Apprentices \$ 25.83

Carpenter

12/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2012

Building:

Millwright \$ 35.11

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 32.80

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

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

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

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

REGISTERED APPRENTICES

Wages per hour:

(1) year terms at the following percentage of Journeyman's wage.

	1st	2nd	3rd	4th
	55%	65%	75%	95%
Supplemental benefits per hour:				
APPRENTICES:	1st	2nd	3rd	4th
	\$ 22.49	24.46	26.92	30.38

9-740.2

Carpenter - Building / Heavy&Highway

12/01/2012

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)

	07/01/2012	07/01/2013 Additional
Carpenter	\$ 32.88	\$ 1.52**
Carpenter-Floor Coverer*	32.88	1.52**
Dockbuilder/Piledriver	32.88	1.52**
Diver Tender	32.88	1.52**
Diver(WET)	55.48	1.52**
Diver(DRY)	34.65	1.52**

** To be allocated at a later date

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

* Note: Rate DOES NOT apply in Orange or Dutchess County.

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional two (2) hours pay per day including benefits on all classifications including apprentices. For work on smokestacks, silos, or steeples more than fifty (50) feet high, an additional \$2.00 per hour, payable from the ground up.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 22.71

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6) on HOLIDAY PAGE.
HEAVY/HIGHWAY:
 Paid: See (5, 6, 16) on HOLIDAY PAGE including benefits.
 Overtime: See (5, 6, 16) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 Year terms at the following percentage of journeymans wage.

	1st	2nd	3rd	4th
	50%	60%	70%	80%

Supplemental Benefits per hour paid:

Apprentices	
1st term	\$ 15.10
2nd term	15.10
3rd term	15.10
4th term	15.10

11-279.2B/H&H

Electrician

12/01/2012

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

Electrician Wireman/Technician	07/01/2012 \$ 41.00**
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*SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	\$ 47.75*
Shift worked between 12:30am & 8:30am	\$ 53.25*

**On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

On jobs where a CDL, Asbestos License, Welding Certificate or Cable Splicing is required an additional \$1.00 above the Journeyman rate is to be paid.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	07/01/2012 \$ 22.77 plus 6% of wage
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(6)month terms at the following percentage of Journeyman's wage.*

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
30%	35%	40%	45%	50%	55%	65%	70%	75%	85%

* Denotes average Journeyman Wireman rate of all wage zones

Supplemental Benefits per hour worked: 07/01/2012

1st & 2nd term	\$ 8.06 plus 6% of wage
3rd & 4th term	10.32 plus 6% of wage
5th & 6th term	12.58 plus 6% of wage
7th & 8th term	15.99 plus 6% of wage
9th & 10th term	19.36 plus 6% of wage

11-363/1

Elevator Constructor

12/01/2012

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

WAGES

Per Hour	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Mechanic	\$ 50.11	\$ 50.68	\$ 51.55	\$ 52.51

Helper 70% of Mechanic Wage Rate

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	\$ 23.535*	\$ 25.185*	\$ 26.785*	\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service

(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-138

Glazier

12/01/2012

JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2012	11/01/2012	05/01/2013
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			Additional
Glazier	\$ 47.75	\$ 48.60	\$ 1.50*
Scaffolding	\$ 48.75	\$ 49.60	\$ 1.50*
Repair & Maintenance:			
Glazier **	\$ 26.50	\$ 26.50	\$ 1.50*

* To be allocated at a future date

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2012	11/01/2012	05/01/2013
Journeyworker...	\$ 25.34	\$ 25.34	\$ 26.60
Repair & Maintenance:			
Glazier **	\$ 15.14	\$ 15.14	\$ 15.64

OVERTIME PAY

OVERTIME: See (C*,D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY

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

The Following are paid holidays for the Repair & Maintenance Class:
 New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:	07/01/2012	11/01/2012	05/01/2013
(1) year terms at the following wage rates:			Additional
1st term	\$ 16.00	\$ 16.35	\$.60*
2nd term	\$ 23.81	\$ 24.24	\$.75*
3rd term	\$ 28.59	\$ 29.10	\$.90*
4th term	\$ 38.17	\$ 38.85	\$ 1.20*

* To be allocated at a future date

Supplemental Benefits:
 (Per hour worked)

1st term	\$ 12.07
2nd term	\$ 17.28
3rd term	\$ 18.54
4th term	\$ 18.89

9-1281 (DC9 NYC)

Insulator - Heat & Frost **12/01/2012**

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

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2012	03/27/2013
Insulator	\$ 46.26	+Additional** \$1.52
Fire Stop Work*	\$ 24.11	+Additional** \$0.79

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.
 **Increase to be allocated at a later date.

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

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

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyworker	\$ 29.59
Fire Stop Work: Journeyworker	\$ 15.13

OVERTIME PAY

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

HOLIDAY

HOLIDAY:
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.
 *Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms.

MEMBERS PRIOR TO MAY 28, 2012

1st	2nd	3rd	4th
\$ 28.53	\$ 30.75	\$ 32.97	\$ 37.40

MEMBERS INDENTURED AFTER MAY 28, 2012

1st	2nd	3rd	4th
\$ 21.03	\$ 25.12	\$ 32.97	\$ 37.40

Supplemental Benefits paid per hour paid:

Apprentices:

1st term	\$ 18.02
2nd term	19.47
3rd term	20.91
4th term	23.81

8-91

Ironworker

12/01/2012

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:
 07/01/2012

Structural	\$ 42.20
Reinforcing*	42.20
Ornamental	42.20
Chain Link Fence	42.20

Shift Work: any irregular or off shift shall be paid 8 hours for 7 hours work.

*NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland county's southern section (south of Convent Road and east of Blue Hills Road).

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 30.15
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OVERTIME PAY

OVERTIME:.....See (B*, E**, Q, V) on OVERTIME PAGE.
 *Note: Double Time after 10 hours Monday thru Friday.
 **Note: On Saturdays, double time after 8 hours.

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage.

1st	2nd	3rd	4th
\$ 21.10	\$ 25.32	\$ 29.54	\$ 33.76

Supplemental Benefits per hour worked:

1st year	\$ 25.93
2nd year	26.77
3rd year	27.62
4th year	28.46

11-417

Laborer - Building

12/01/2012

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.
 Greene: Only the Township of Catskill.

WAGES

GENERAL LABORER: Flag person, portable generator tender, portable pump tender, pitman and dumpman, temporary heat tender, traffic control, air chipping hammer, acoustic pump, mixer, concrete laborer, demolition, excavation, gunite, general cleanup, grading, backfilling, landscaping, mason tender, jackhammer, pavement breaker, tampers, walk behind roller, pressure blasting, signalperson, buggies, wrecking, asphalt, blaster, chain saw, chipping machine, corrugate pipe, cleaning machine, cutting torch, discharge pipe, drill chuck tender, explosive handler, hydraulic splitter, mega mixer, power brush cutter, pump crete machine, rip rap, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, assembling and placing of gabion baskets.
 PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2012	06/01/2013
General	\$ 30.75	Additional
Premium	35.30	\$ 1.80*

* To be allocated at a later date

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required.

SUPPLEMENTAL BENEFITS

Per hour worked:
 Journeyman \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
 Double time after the eighth hour on Saturday

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates.

	07/01/2012 Pre 2011*	07/01/2012 Post 2011**	06/01/2013 Additional
1st term	\$ 18.60	\$ 16.92	\$ 1.80***
2nd term	22.26	19.99	1.80***
3rd term	25.91	23.07	1.80***
4th term	29.56	26.14	1.80***

Supplemental Benefits per hour worked:

Apprentices \$ 16.05 \$ 16.05

*Pre 2011 shall include all apprentices enrolled before January 1 2011.

**Post 2011 shall include all apprentices enrolled on or after January 1 2011.

*** To be allocated at a later date

11-17.BA

Laborer - Heavy&Highway & Tunnel

12/01/2012

JOB DESCRIPTION Laborer - Heavy&Highway & Tunnel

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

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

Greene: Only the Township of Catskill.

WAGES

CLASS 1: Flagperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, nozzle men on mulching & seeding machines all seeding & sod laying, landscape work, walk behind self-prop, powers saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcreteopers. fireproof sprayer, plaster & acoustic pumps, asbestos, toxic, lead or hazardous materials when protective clothing & equipment is not required, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole and catch basin on inlet building, mortar mixer, laser men.
 *Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, lead or hazardous materials abatement when protective clothing and equipment are required, blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, **asphalt screedman.

CLASS 4: Blaster, all laborers involved in pipejacking, and boring operations.

Class 5: All laborers involved in shaft, tunnel and caisson operations.

WAGES:(per hour)

07/01/2012

CLASS 1 \$ 29.35

CLASS 2* 33.70

CLASS 3	37.60
CLASS 4	40.40
CLASS 5	42.10***

*NOTE: Micropaving and crack sealing laborers shall receive \$2.25 per hour over the CLASS 2 rate.

**NOTE: asphalt screedman shall receive \$1.00 per hour over class 3 rate

***NOTE: Safety minerr to receive an additional \$ 2.00

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage on straight time pay except on Tunnel (Class 5) Projects where 2nd and 3rd shifts shall be paid at one and a half times the Class 5 rate.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 21.30
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Class 5 benefits at one and a half times for overtime, holidays, Saturday, Sunday, 2nd and 3rd Shifts.

OVERTIME PAY

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

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

*Note: If Saturday Holiday is worked code S applies.

REGISTERED APPRENTICES

(1)year terms at the following wage rates.

Pre 2011 shall include all apprentices enrolled before January 1 2011

1st term	\$ 18.60
2nd term	22.26
3rd term	25.91
4th term	29.56

Post 2011 shall include all apprentices enrolled on or after January 1 2011

1st term	\$ 16.92
2nd term	19.99
3rd term	23.07
4th term	26.14

Supplemental Benefits per hour paid:

Apprentices	\$ 15.60
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11-17.1H/H

Lineman Electrician

12/01/2012

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (14.01.01)

07/01/2012

Lineman /Techician	\$ 42.72
Welder/Cable Splicer	42.72
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31

Groundman/Truck Driver	34.18
Mechanic 1st Class	34.18
Flagman	25.63

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (14.02.01A)

Lineman/Technician	\$ 42.72
Cable Splicer pipe type cable	46.99
Certified Welder pipe type	44.86
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Mechanic 1st Class	34.18
Groundman/Truck Driver	34.18
Flagman	25.63

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maint, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (14.02.01B)

Lineman/Technician/Welder	\$ 44.01
Digging Machine Operator	39.61
Tractor Trailer Driver	37.41
Groundman/Truck Driver	35.21
Mech. 1st Class	35.21
Flagman	26.41
Certified Welder Pipe Type Cable	46.21
Cable Splicer pipe type cable	48.41

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (14.03.01)

Lineman/Tech./Welder	\$ 45.23
Cable splicer	45.23
Digging Machine Operator	40.71
Tractor Trailer Driver	38.45
Groundman/Truck Driver	36.18
Mechanic 1st Class	36.18
Flagman	27.14

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

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 18.25
*plus 7.5% of
hourly wage paid

OVERTIME PAY

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

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

1st shift	8:00 AM to 4:30 PM REGULAR RATE
2nd shift	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3rd shift	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

(1000) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 18.25
 *plus 7.5% of
 hourly wage paid

*NOTE: The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

Lineman Electrician - Teledata

12/01/2012

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

	07/01/2012	01/01/2013	01/01/2014
Cable Splicer	\$ 27.99	\$ 28.55	\$ 29.12
Installer/Repairman	26.57	27.10	27.64
Teledata Lineman	26.57	27.10	27.64
Technician/Equip Oper	26.57	27.10	27.64
Groundman	14.09	14.37	14.66

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43 *plus 3% of hourly wage paid	\$ 4.43 *plus 3% of hourly wage paid	\$ 4.43 *plus 3% of hourly wage paid
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*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

12/01/2012

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Per hour:

For all Lighting and Traffic Signal Systems.

07/01/2012

Lineman/Technician	\$ 39.50
Certified Welder	41.48
Digging Machine	35.55
Tractor Trailer driver	33.58
Groundman Truck Driver	31.60
Mechanic 1st Class	31.60
Flagman	23.70

Above rates applicable on all Lighting and Traffic Signal Systems and the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

SUPPLEMENTAL BENEFITS

Per hour worked:

All classifications	\$ 18.25
	*plus 7% of
	hourly wage paid

*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

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

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

HOLIDAY

HOLIDAY:

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

REGISTERED APPRENTICES

WAGES: (1000) hr terms at the following percentage of Journeyman Lineman/Technician wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

12/01/2012

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

07/01/2012

Tree Trimmer	\$ 22.08
Equip Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 7.88
 *plus 3% of
 hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249TT

Mason - Building

12/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2012	12/03/2012
		Additional
Building:		
Tile Finisher	\$ 39.28 plus \$1.18*	\$ 1.18*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker	\$ 24.52
Overtime*	33.02*
Overtime**	41.52**

* Applies to weekdays & Saturdays

** Applies to overtime hours on Sunday & Holidays, and work on Saturdays over 10 hours.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

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

9-7/88-1f

Mason - Building

12/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2012	12/03/2012 Additional
Building:		
Tile Setters	\$ 49.64 plus \$ 1.43*	\$ 1.43*

*to be allocated at a future date

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour:

Tile Setters	\$ 27.56
Overtime *	37.56*
Overtime**	47.56**

*Applies to overtime on weekdays & Saturdays

** Applies to Sundays & Holidays, & over 10 hours on Saturdays

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hr)terms at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
	\$25.45	\$28.29	\$32.15	\$33.79	\$36.49	\$37.81	\$43.32	\$48.57	\$49.64

07/01/2012 - Apprentices receive an additional amount* based on term.

1st	2nd	3rd	4th	5th	6th	7th	8th
\$0.65	\$0.72	\$0.78	\$0.85	\$0.91	\$0.98	\$1.11	\$1.24

12/03/2012 - Apprentices receive an additional amount* based on term.

1st	2nd	3rd	4th	5th	6th	7th	8th
\$0.65	\$0.72	\$0.78	\$0.85	\$0.91	\$0.98	\$1.11	\$1.24

*To be allocated at a future date

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
	\$13.15	\$14.17	\$14.17	\$16.39	\$17.55	\$20.09	\$22.30	\$24.79	\$27.56

9-7/52

Mason - Building

12/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2012	06/01/2013
Bricklayer	\$ 38.35	\$ 38.36
Cement Mason Bldg	38.35	38.36
Plasterer/Stone Mason	38.35	38.36
Pointer/Caulker	38.35	38.66

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

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply.

Second shift an additional 15% of wage plus benefits to be paid
 Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 27.70	\$ 28.68
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OVERTIME PAY

OVERTIME:

Cement Mason See (D, E2, O) on OVERTIME PAGE.
 All Others See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1 2009 receive full journeyman benefits

11-5wp-b

Mason - Building

12/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

	07/01/2012	06/01/2013
Bricklayer	\$ 37.53	\$ 37.57
Cement Mason Bldg	37.53	37.57
Plasterer/Stone Mason	37.53	37.57
Pointer/Caulker	37.53	37.57

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

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental agency contracts, the following rates apply.

Second shift an additional 15% of wage plus benefits to be paid
 Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 27.20 \$ 28.13

OVERTIME PAY

Cement Mason See (D, E2, O) on OVERTIME PAGE.
 All Others See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1, 2009 receive full journeyman benefits

11-5du-b

Mason - Heavy&Highway

12/01/2012

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2012 06/01/2013

Bricklayer	\$ 38.85	\$ 38.86
Cement Mason	38.85	38.86
Marble/Stone Mason	38.85	38.86
Plasterer	38.85	38.86
Pointer/Caulker	38.85	38.86

Additional \$1.00 per hour for power saw work

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

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply.

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 27.70 \$ 28.68

OVERTIME PAY

See (B, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1, 2009 receive full journeyman benefits

11-5WP-H/H

Mason - Heavy&Highway

12/01/2012

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2012

06/01/2013

Bricklayer	\$ 38.03	\$ 38.07
Cement Mason	38.03	38.07
Marble/Stone Mason	38.03	38.07
Plasterer	38.03	38.07
Pointer/Caulker	38.03	38.07

Additional \$1.00 per hour for power saw work

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

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply.

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 27.20	\$ 28.13
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1, 2009 receive full journeyman benefits

Operating Engineer - Building / Heavy&Highway

12/01/2012

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A: Autograde-Comb. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types), Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types), Autograde Slipform Paver (CMI & Similar Types), Backhoe, Central Power Plants (all types), Chief of Party, Concrete Paving Machines, Cranes (all types, incl. Overhead & Straddle Traveling Type), Cranes-Gantry, Derricks (Land or Floating), Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill, Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader-Rago, Helicopters (Co-Pilot), Helicopters (Communications Engineer), Locomotive (Large), Mucking Machines, Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram, Piledriver (length of boom including lead length shall determine premium rate applicable), Roadway Surface Grinder, Scooper (Loader and Shovel), Shovels, Tree Chopper with Boom and Trench Machines.

CLASS B: "A" Frame, Backhoe (Combination), Boom Attachment on Loaders (Rate based on size Bucket-not applicable to pipehook), Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder, Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors (125 ft. and over), Drill Doctor (duties incl. Dust Collector Maintenance), Front End Loaders (2 yds. but less than 5 yds.), Graders (Finish), Groove Cutting Machine (Ride on Type), Heater Planer, Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Rood, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist," Hoists (Chicago Boom Type), Hydraulic Cranes-10 tons and under, Hydro-Axe, Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Log Skidder, Pans, Pavers (all) concrete, Pumpcrete Machines, Squeeze-crete & Concrete Pumping (regardless of size), Scrapers, Side Booms, "Straddle" Carrier-Ross and similar types, Winch Trucks (Hoisting), Vacuum Truck, Whip Hammer.

CLASS C: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreaders, Autograde Tube Finisher and Texturing Machine (CMI & Similar types), Autograde curecrete machine (CMI & Similar Types), Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types), Bar Bending Machines (Power), Batching Plant and Crusher on Site, Belt Conveyor Systems, Boom Type Skimmer Machines, Bridge Deck Finisher, Bulldozer (all), Car Dumpers (Railroad), Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials), Compressors (2 or 3 in Battery), Concrete Breaking Machines, Concrete Finishing Machines, Concrete Saws and Cutters (Ride-on type) Concrete Spreaders (Hetzl, Rexomatic and Similar Types), Concrete Vibrators, Conveyors (under 125 feet), Crushing Machines, Directional Boring Machines, Ditching Machine-small (Ditch-witch, Vermeer, or Similar type), Dope Dots (Mechanical with or without pump), Dumpsters, Elevator, Fireman, ForkLifts (Economobile, Lull and Similar Types of Equipment), Front End Loaders (1 yd. and over but under 2 yds.), Generators (2 or 3 in Battery), Giraffe Grinders, Graders & Motor Patrols, Gunnite Machines (excluding nozzle), Hammer Vibrator (in conjunction with Generator), Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars), Hoppers, Hopper Doors (power operated), Hydro Blaster, Ladders (motorized), Laddervator, Locomotive-dinky type, Maintenance -Utility Man, Mechanics, Mixers (Excepting Paving Mixers), Motor Patrols and Graders, Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit), Pavement Breaker-truck mounted, Pipe Bending Machine (Power), Pitch Pump, Plaster Pump (regardless of size), Post Hole Digger (Post Pounder & Auger), Rod Bending Machines (Power), Roller-Black Top, Scales (Power), Seaman pulverizing mixer, Shoulder widener, Silos, Skimmer Machines (boom-type), Steel Cutting Machine (service & maintain), Tractor, Tug Captain, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine, Vibrating Plants (used inconjunction with unloading), Welder and Repair Mechanics.

CLASS D: Brooms and Sweepers, Chippers, Compressor (single), Concrete Spreaders (small type), Conveyor Loaders (not including Elevator Graders), Engines-large diesel (1620 HP) and Staging Pump, Farm Tractors, Fertilizing Equipment (Operation & Maint. of), Fine Grade Machine (small type), Form Line Graders (small type), Front End Loader (under 1 yard), Generator (single), Grease, Gas, Fuel and Oil supply trucks, Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units), Lights, Portable Generating Light Plants, Mixers (Concrete, small), Mulching Equipment (Operation and Maintenance of), Pumps (4 inch suction & over incl. submersible pumps), Pumps (2 inch or less than four (4) inches such incl. submersible pumps), Pumps (Diesel Engine and Hydraulic-immaterial of power, Road Finishing Machines (small type), Rollers-grade, fill or stone base, Seeding Equip. (Operation and Maintenance of), Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite), Steam Jennies and Boilers-irrespective of use, Stone Spreader, Tamping Machines, Vibrating Ride-on, Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units), Water & Sprinkler Trucks (used on or in conjunction with jobsite), Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery), Wellpoint Systems (including installation by Bull Gang and Maintenance of).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics' Helper, Tire Repair and Maintenance, Transit/Instrument Man.

WAGES:(per hour)

	07/01/2012	01/01/2013
Class A	\$ 42.02	Additional \$ 1.30*

Class B	40.43	1.30*
Class C	38.52	1.30*
Class D	36.89	1.30*
Class E	35.18	1.30*
Helicopter:		
Pilot/Engineer	43.84	1.30*
Lead/Safety Engineer	43.21	1.30*
Surveying:		
Chief of Party	42.02	1.30*
Transit/Instrument man		
Rod/Chainman	35.18	1.30*
	32.60	1.30*

* To be allocated at a later date

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

On machines with booms (including jib) of 100 to 139' an additional \$1.00 per hour. On machines with booms (including jib) of 140' and over an additional \$2.00 per hour. Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 27.58

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 10, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour paid:

Apprentices \$ 27.58

11-825

Operating Engineer - Marine Construction

12/01/2012

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

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:

DREDGING OPERATIONS 07/01/2012

CLASS A

Operator, Leverman, \$ 32.89

Lead Dredgeman

CLASS A1

Dozer, Front Loader

Operator

To conform to Operating Engineer
 Prevailing Wage in locality where work
 is being performed including benefits.

CLASS B

Spider/Spill Barge Operator,

Tug Operator(over1000hp),

\$ 28.49

OperatorII, Fill Placer,
 Derrick Operator, Engineer,
 Chief Mate, Electrician,
 Chief Welder,
 Maintenance Engineer

Certified Welder, \$ 26.84
 Boat Operator(licensed)

CLASS C \$ 26.14
 Drag Barge Operator,
 Steward, Mate,
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D \$ 21.09
 Shoreman, Deckhand,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2012
 \$ 8.45 plus 7%
 of straight time
 wage overtime hours
 add \$ 0.63

All Class C \$ 8.10 plus 8%
 of straight time
 wage overtime hours
 add \$ 0.48

All Class D \$ 7.85 plus 8%
 of straight time
 wage overtime hours
 add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

Operating Engineer - Steel Erectors

12/01/2012

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS AA: Cranes (all cranes land or floating with booms including jib, 140 ft. and over above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Helicopters (Co-Pilot), Helicopters (Communications Engineer)

CLASS A: Cranes (all cranes, land or floating with booms including jib , 140 feet above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. above ground).

CLASS B: "A" Frame, Cherry Pickers(10 tons and under), Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Rood, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Side Booms, Straddle Carrier, Vacuum Truck.

CLASS C: Aerial Platform used as Hoist, Compressors (2 or 3 in Battery), Directional Boring Machines, Elevator or House Cars, Conveyers and Tugger Hoists, Fireman, ForkLifts, Generators (2 or 3 in Battery), Maintenance -Utility Man, Rod Bending Machines (Power), Tug Master, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine, Welding Machines(gas or electric, 2 or 3 in batter, including diesels), Transfer Machine.

CLASS D: Compressor (single), Welding Machines (Gas, Diesel, and/or Elec-tric Converters of any type), Welding System Multiple (Rectifier Transformer type).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics' Helper, Transit/Instrument Man.

WAGES:(per hour)	07/01/2012	01/01/2013 Additional
Class AA	\$ 46.04	\$ 1.30*
Class A	44.38	1.30*
Class B	41.59	1.30*
Class C	38.93	1.30*
Class D	37.40	1.30*
Class E	35.64	1.30*
Helicopter: Pilot/Engineer	45.65	1.30*
Surveying: Chief of Party	44.38	1.30*
Transit/Instrument man	35.64	1.30*
Rod/Chainman	32.60	1.30*

* To be allocated at a future date

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 27.58

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 10, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour paid:

Apprentices \$ 27.58

11-825SE

Painter

12/01/2012

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour		
	07/01/2012	05/01/2013 An Additional
Brush/Paper Hanger	\$ 28.69	\$ 2.25*
Dry Wall Finisher	28.69	2.25*
Lead Abatement	28.69	2.25*
Sandblaster-Painter	28.69	2.25*
Spray Rate	29.69	2.25*

(*) To be allocated at a later date

See Bridge Painting rates for the following work:

Structural Steel (defined as any steel where a man works without the support of solid scaffolding or mechanical lifts excluding bridges), all work performed on tanks (100,000 gallons or over twenty feet high), ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.29

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term \$ 8.39
 All others 17.29

1-155

Painter - Bridge & Structural Steel

12/01/2012

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour Worked: 07/01/2012 10/1/2012

STEEL:

Bridge Painting \$ 51.23 \$ 52.23

Power Tool/Spray Additional \$6.00 per hour above hourly rate, whether straight time or overtime

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.

SUPPLEMENTAL BENEFITS

Per Hour Worked: 07/01/2012 10/1/2012

Journeyworker \$ 26.80* \$ 27.05
 \$ 31.04**

Hourly Rate after 40 hours
 from May 1st to Nov. 15th \$ 6.75 only

Hourly Rate after 50 hours
 from Nov. 16th to April 30th \$ 6.75 only

*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

NOTE: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	1st	2nd	3rd
07/01/2012	\$ 20.55	\$ 30.78	\$ 41.00
10/01/2012	\$ 20.95	\$ 31.38	\$ 41.80

Supplemental Benefits per hour worked:

07/01/2012	\$ 8.35	\$ 19.00	\$ 22.90
10/01/2012	\$ 8.70	\$ 19.15	\$ 23.10

9-DC-9/806/155-BrSS

Painter - Line Striping

12/01/2012

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2012
Striping-Machine Operator*	\$26.61 plus an additional \$0.50**
Linerman Thermoplastic	\$31.87 plus an additional \$0.50**

** To be allocated at a future date

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

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2012
 Journeyworker:

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

OVERTIME PAY

See (*B, **B2, E, E2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher

12/01/2012

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

07/01/2012

Metal Polisher	\$ 26.11
Metal Polisher**	\$ 27.02
Metal Polisher***	\$ 29.61

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Journeyworker: All classification	\$ 12.92
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

1st	2nd	3rd
\$13.50	\$15.00	\$18.00

Supplemental benefits:

Per hour paid:	1st	2nd	3rd
	\$10.27	\$10.39	\$10.63

9-8A/28A-MP

Plumber

12/01/2012

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Walkill and Shawangunk Prisons).

WAGES

WAGES:(per hour) 07/01/2012

Total Projects over \$230,000.00 Plumber/Steamfitter	\$ 39.45
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Total Projects \$230,000.00 and under. Plumber/Steamfitter	\$ 33.53
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*Note: For all work 40-60 feet above ground add \$ 0.25 per hour,
 over 60 feet add \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

On Projects over \$230,000.00:
 Journeyman \$ 30.49

On Projects \$230,000.00 and under:
 Journeyman \$ 25.88

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wages.

For Projects over \$230,000.00:

1st term	\$ 16.18
2nd term	20.22
3rd term	25.64
4th term	27.62
5th term	33.53

Supplemental Benefits per hour worked:

Apprentice	1st term	\$ 14.21
	2nd term	17.15
	3rd term	23.35
	4th term	24.36
	5th term	27.43

(1) year terms at the following wages.
 For Projects \$230,000.00 and under:

1st term	\$ 13.41
2nd term	16.75
3rd term	21.79
4th term	23.47
5th term	28.50

Supplemental Benefits per hour worked:

Apprentice	1st term	\$ 12.02
	2nd term	14.48
	3rd term	19.80
	4th term	20.67
	5th term	23.26

11-373 SF

Plumber **12/01/2012**

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES
 Orange, Rockland, Sullivan

PARTIAL COUNTIES
 Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

REFRIGERATION/AIR COOLING/AIR CONDITIONING: For all commercial plumbing/HVAC service and maintenance refrigeration where combined compressor tonnage does not exceed 40 tons. For water-cooled air conditioning where units do not exceed 25 tons, including piping of the component system and erection of water tower. For air-cooled air conditioning where units do not exceed 50 tons.

WAGES: (per hour) 07/01/2012

Plumber/Steamfitter \$ 31.31

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 21.71

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage.

	1st.	2nd.	3rd.	4th.	5th.
	\$ 12.52	\$ 15.65	\$ 18.78	\$ 21.91	\$ 26.61

Supplemental Benefits per hour paid:

Apprentices	
1st term	\$ 9.86
2nd term	11.84
3rd term	13.80
4th term	15.77
5th term	18.73

11-373 Refrig

Roofer

12/01/2012

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2012

Roofer/Waterproofeer \$ 39.00

SUPPLEMENTAL BENEFITS

Journeyworker \$ 27.92

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyworkers hourly wage.

	1st	2nd	3rd	4th
	35%	50%	60%	75%

Supplements per hour paid at the following rates:

Apprentice:	1st	2nd	3rd	4th
	\$ 4.24	\$ 14.13	\$ 16.88	\$ 21.03

9-8R

Sheetmetal Worker

12/01/2012

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

SheetMetal Worker 07/01/2012
 \$ 41.81

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 31.85

OVERTIME PAY

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

*Note: For Sundays or Holidays worked, HOURLY WAGE is double the total of the hourly wage plus the hourly benefit paid all in wages. (Benefits are included in the wages).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 13, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$15.43	\$17.35	\$ 19.28	\$ 21.21	\$ 23.13	\$ 25.07	\$ 27.27	\$ 29.70

Supplemental Benefits per hour:

Apprentices	
1st term	\$ 14.03
2nd term	15.80
3rd term	17.55
4th term	19.31
5th term	21.07
6th term	22.81
7th term	24.29
8th term	25.55

8-38

Sprinkler Fitter

12/01/2012

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2012	01/01/2013
Sprinkler Fitter	\$ 39.08	\$ 39.08

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.65	\$ 20.80
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 19.70	\$ 19.70	\$ 21.35	\$ 23.32	\$ 25.29	\$ 27.26	\$ 29.23	\$ 31.20	\$ 33.17	\$ 35.14

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st & 2nd Terms	\$ 8.74	\$ 8.74

3rd Term	14.87	15.02
4th Term	14.93	15.08
5th Term	20.24	20.39
6th Term	20.30	20.45
7th Term	20.36	20.51
8th Term	20.41	20.56
9th Term	20.47	20.62
10th Term	20.53	20.68

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 17.73	\$ 19.70	\$ 21.35	\$ 23.32	\$ 25.29	\$ 27.26	\$ 29.23	\$ 31.20	\$ 33.17	\$ 35.14

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st Term	\$ 8.68	\$ 8.68
2nd Term	8.74	8.74
3rd Term	14.87	15.02
4th Term	14.93	15.08
5th Term	15.49	15.64
6th Term	15.55	15.70
7th Term	15.61	15.76
8th Term	15.66	15.81
9th Term	15.72	15.87
10th Term	15.78	15.93

1-669.2

Teamster - Building / Heavy&Highway

12/01/2012

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), Low Beds, I-Beam and Pole Trailers, Tire Trucks and Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks.

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

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks and Batch Trucks and all other Tractor Trailers.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Intinuator Trucks. Water Trucks.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials, parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2012	05/01/2013
GROUP 1	\$ 30.35	\$ 30.75
GROUP 1A	31.49	31.89
GROUP 2	29.79	30.19
GROUP 3	29.57	29.97
GROUP 4	29.46	29.86
GROUP 5	29.34	29.74
GROUP 6	29.34	29.74

NOTE: additional 20% premium above the hourly wage for hazardous and toxic waste removal. This applies to all groups.

Shift Work: A shift premium of 10% on 2ND Shift and 15% on 3RD Shift will be paid for off-shift or irregular shift work when mandated by the NYS DOT or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 26.25	\$ 27.30
Over 40 hours	20.95	22.00

OVERTIME PAY

OVERTIME:... See (B, E, P,T*,U**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid:..... See (5, 6, 13, 15, 25) on HOLIDAY PAGE.

Overtime:... See (5, 6, 13, 15, 25) on HOLIDAY PAGE.

NOTE: Holidays worked Monday to Friday receive straight time wage for working, plus Holiday Pay.

*Holidays worked on Saturday, code T applies.

**Holidays worked on Sunday, code U applies.

11-445B/HH

Welder

12/01/2012

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 07/01/2012

Welder (To be paid the same rate of the mechanic performing the work)

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.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half 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
- (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
- (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
- (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
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

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



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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYS DOL Bureau of Public Work Debarment List 11/13/2012

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****5804	AARICO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	*****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/18/2008	12/16/2013
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013

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DOL	DOL	****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTI ON GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****0818	BLASTEC INC	MILLER SANDBLASTIN G & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	NYC	****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****3388	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY 2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017

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DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	NYC	****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	****0115	CROWAND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL	****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	08/02/2015
DOL	DOL		DARIN ANDERSON		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL		DIANE DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	06/25/2017
DOL	DOL		DIMITEIUS KASSIMIS		152-85 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC	****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERROL L ALLEN		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013

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DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	****5867	FJM-FERRO INC		6920 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DOL	****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		FREDERICK LEE		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL	****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		338 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	AG		GERARD IPPOLITO		583 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL		GRIGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL		GUS PAPASTEFANO		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017

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DOL	DOL	****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****4331	HIDDEN VALALEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DA	****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISRAEL MONTESINOS		517 MILES SQUARE ROAD YONKERS NY 10701	02/15/2008	02/15/2013
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	DOL	****0579	J & I CONSTRUCTION CORP		110 FOURTH STREET NEW ROCHELLE NY 10801	02/15/2008	02/15/2013
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		164 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROAD ROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE NEW YORK NY 10312	04/06/2008	04/06/2013
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL	****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	****9368	JORGE I DELEON	J TECH CONSTRUCTION	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017

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DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1 D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	NYC	****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	01/14/2013
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	06/25/2017
DOL	DOL	****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTORS CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUEROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG	****5102	LIBERTY TREE SERVICE, INC.		583 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL	****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015

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DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	NYC	****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****6826	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	DOL	****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL	****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL	****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DA	****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****4133	NASDA ELECTRICAL ENTERPRISES INC		134-25 166 PLACE - #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL	****9445	NASDA ENTERPRISES INC		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013

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DOL	DOL	****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	NYC	****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/05/2007	12/05/2012
DOL	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	NYC	****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL	****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/08/2008	11/06/2013
DOL	DOL	****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	DOL	****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	06/25/2017

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DOL	NYC	****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	NYC	****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	NYC		SHAFIQUIL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL	****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL	****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		168-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	****8176	TOURO CONTRACTING CORP		1541 EAST 58TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015

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DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL	****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL	****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012

TECHNICAL SPECIFICATIONS

GENERAL

1. The Contractor must have an emergency contact telephone or cellular phone number to be reached for services, as needed. Contractor must be able to respond to the City of Newburgh's call(s) for Work within one (1) hour of City's initial attempt of contact to Contractor.
2. The Contractor shall provide adequate traffic control such that traffic shall be directed through the project with signs, barricades, flag persons when required, or as necessary for the protection of the work and the safety of the public. All traffic control shall be in conformance with the MUTCD, 2011 edition. Should the Contractor be notified of unacceptable traffic control, the Contractor will not be allowed to continue work at that location until the problems are corrected. Failure to correct the traffic control deficiencies before continuance of the work will result in non-payment for the work done at the locations in question. Where needed, "No Parking" signs shall be provided and placed at work site upon approval of City representative.
3. The City will not be responsible for any construction down time due to failure on the Contractor's part to notify utility companies of conflicts.
4. Waste material, which is deemed not reusable by the City's Representative, shall be legally disposed of by Contractor, as directed by City Representative, at the City's expense.
5. Intersections and driveways shall be closed only for a minimum amount of time. The Contractor shall coordinate driveway closures with property owners with final approval by each City Representative.
6. The City shall submit and obtain the necessary right-of-way permits for all work within the City's right-of-way. Work shall not proceed on City right-of-way without proper permits.
7. The work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the City Representative as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of written notice thereof from the City Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this Contract at the Contractor's sole expense.
8. The Contractor will take the necessary precautions to barricade and/or secure all work or any part thereof to protect the public at all times.

SCOPE

1. In general, the work will consist of excavation services for, and possibly the installation of, water mains, sewer mains, storm drain mains, sewer manholes and other excavation work as required for various infrastructure projects located in the City on an as-needed emergency basis.
2. In all cases, the City Representative will contact the successful Contractor and discuss with the emergency work needed, location(s) and timing requirements involved.
3. Intersections and driveways shall be closed only for a minimum amount of time. Prior to initiation of work, the Contractor shall coordinate driveway closures with property owners with final approval by City Representative. This notification can be verbal or in writing. The Contractor will be responsible for the removal of grass, shrubbery, fences, and any other obstacle necessary to provide proper execution of the work. The Contractor will be responsible for following City Code for proper backfill and compaction requirements of all excavations using suitable backfill material provided by the City unless City Representative directs Contractor otherwise. The Contractor will be responsible for removal of construction material and debris from each site at the end of Work as directed by the City Representative, if necessary.
4. For excavation in paved areas, the Contractor will be responsible for cutting and removing any pavement required to perform the work. Concrete and asphalt shall be saw-cut prior to removal.

5. All piping installation shall meet the applicable AWWA and ASTM Standards as is standard practice. Backfill and compaction shall be by City Code.
6. All water, storm and sanitary sewer services and/or connections crossed during construction shall be adjusted by the Contractor as required to maintain service. Any sewer line or manhole replacement/repair connections must be reconnected to the sewer line within twelve hours if discontinuance of service is deemed necessary by the City.
7. The Contractor shall protect all work areas and facilities from surface runoff. All areas and facilities subjected to flooding, regardless of the source of the water, shall be promptly dewatered.
8. It shall be the Contractor's responsibility to verify the actual location and elevation of all underground utilities prior to beginning work.
9. The Contractor shall make efforts to prevent or minimize erosion, sedimentation and dust pollution.
10. Upon completion, all work must be inspected by a City Representative for compliance with the emergency work ordered and all Specifications identified in this Invitation.

WORK SCHEDULE

1. Work – This Contract is for acquiring services for twenty-four (24) hour on-call emergency excavation services as needed. When this type of work is required to be performed within the City's right-of-way and on public property, the City will notify the Contractor to discuss the work that needs to be performed.
2. Acceptance – The Contract will be for a period of one (1) year. Should the Contractor decline more than three (3) consecutive emergency work requests, the Contractor may be considered to be in default of the Contract at the City's sole discretion. The City, at its sole discretion, may then elect to terminate the Contract.
3. Notice to Proceed – Initial Notice to Proceed (NTP) will be issued in writing by the City.
4. Period of Performance – The Period of Performance under this Contract shall commence upon the effective date of initial NTP and terminate one (1) year from such date thereafter.
5. Certificate of Completion – A Certificate of Completion shall be issued within five (5) days of final inspection and approval of Work by Contract Administrator or his designee. Following a Certificate of Completion, the Contractor shall submit an invoice with the itemized costs of the actual work performed and certified payrolls. The itemized costs shall reflect the actual Bid prices submitted. The City will process the invoice for payment upon acceptance of the work performed.

DRAWINGS

1. There are no site specific plans and/or drawings for this project with the exception that the City representative will describe the work, location and timing requirements involved on a case-by-case basis when emergencies arise.
2. City standard trenching and backfill details are provided.

EQUIPMENT WITH OPERATOR AND MATERIALS

1. The selected Contractor(s) unit pricing shall be inclusive of all management, operators, tools, supplies, equipment, transportation and labor necessary to ensure timely performance of the required emergency services on an as-needed basis, unless otherwise specified in a writing by the City to the Contractor prior to the start of any and all work.
2. The Contractor, if directed by the City Representative, shall provide all materials required for repairs including brick and mortar, cement, grassing, suitable backfill material, stone, crusher run, and all other materials incidental to the work and necessary to meet all current specifications of the City of Newburgh.

Such materials authorized by the City Representative will be reimbursed to the Contractor only if original vendor invoice(s) are submitted and approved by said City Representative.

3. All materials used in the work must be new and suitable for the intended use and must meet all current specifications of the respective City of Newburgh Departments.
4. Minimum list of equipment that contractor must have available for any and all emergency requests from the City:
 - a. Backhoe
 - b. Excavator
 - c. Tandem Dump
 - d. Mobile Air Compressor
 - e. Tamper or Jumping Jack
 - f. Walk-behind Saw to cut pavement
 - g. Various hand tools as required

BID FORM

FOR

EMERGENCY EQUIPMENT RENTAL WITH OPERATOR

FOR EXCAVATION SERVICES - AS NEEDED

CITY OF NEWBURGH, NEW YORK

This bid is submitted by _____ on _____
(Name of Contractor) (Date)

1. The undersigned bidder agrees, if this bid is accepted, to enter into an agreement with the City to perform and furnish all management, operators, equipment, tools, materials, transportation, services and labor to perform and complete in a workmanlike manner all of the Work required as specified or indicated in the Contract Documents for the bid price(s) set forth in the Bid Schedule and within the bid times indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instruction to Bidders, including without limitations those dealing with the disposition of bid security, if any. This bid will remain subject to acceptance for forty-five (45) days after bid opening. Bidder will sign and submit the agreement with the bonds and other documents required by the Contract Documents within ten (10) days after the date of the City's Notice of Acceptance.

3. In submitting this Bid, Bidder represents as more fully set forth in the agreement, that:

3.1 Bidder has examined copies of all the bidding documents and of the following Addenda, receipt of which is hereby acknowledged:

Addenda Number	Date
_____	_____
_____	_____
_____	_____

3.2 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

3.3 Bidder has given City written notice of all conflicts, errors, and ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Bidder and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.

3.4 This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted pursuant to an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought any collusion to obtain for itself any advantage over any other bidder or over the City.

By: _____ FID: _____
Signature in Blue Ink

Name Printed: _____ Title: _____

Contractor: _____

Contractor's Address: _____

Phone: _____ Fax: _____ Mobile: _____

24 Hour Emergency Contact Name/Number(s): _____

BID SCHEDULE

Item	Detailed Description Equipment / Tools	Units	Hourly Rate of Equipment with Operator				
			Mon. thru Fri. 8 AM to 4 PM Regular Time	Mon. thru Fri. 4:01 PM to 7:59 AM Overtime	12:00 AM to 11:59 PM Saturday	12:00 AM to 11:59 PM Sunday	12:00 AM to 11:59 PM Holiday
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Contractors shall provide a *supplemental sheet* if the above form is not large enough for the descriptive details of equipment and tools that Contract has available for this Bid.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being non-responsive to the Invitation for Bid.

EXPERIENCE RECORD

Please provide information from five (5) similar projects (use additional sheets if necessary).

1. Project Location:

Project Description:

Owner Name and Address:

Date of Project:

2. Project Location:

Project Description:

Owner Name and Address:

Date of Project:

3. Project Location:

Project Description:

Owner Name and Address:

Date of Project:

4. Project Location:

Project Description:

Owner Name and Address:

Date of Project:

5. Project Location:

Project Description:

Owner Name and Address:

Date of Project:

INSTRUCTIONS FOR NON-COLLUSIVE BIDDING AFFIDAVIT

NON-COLLUSION CLAUSE

Chapter 675 of the Laws of 1966 requires the following statement:

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

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

NON-COLLUSION CLAUSE (continued)

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

NON-COLLUSION BIDDING AFFIDAVIT
CITY OF NEWBURGH
WORK: EMERGENCY EQUIPMENT WITH OPERATOR

STATE OF _____)

) SS:

County of _____)

I, _____ of the (Town, Village, City) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____ the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.
(Name of Contractor)

Subscribed and sworn to

(Also type or print name and title of affiant under this signature)

before me this _____ day
of _____, 20____

Notary Public of
My commission expires: _____

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

NOTICE OF ACCEPTANCE

To:

Project Description: Emergency Equipment Rental with Operator for Excavation Services, as needed

The City has considered the Bid submitted by you for the above described Work in response to its advertised Notice to Bidders dated December 4, 2012 and Instructions to Bidders.

You are hereby notified that your HOURLY RATE BID PRICES have been accepted for the items as described in the BID SCHEDULE.

You are required by the Information to Bidders to execute the Agreement and furnish the required Certificate of Insurance and Performance Bond within ten (10) calendar days from the date of this Notice to you.

Additionally, you are required by the Instruction to Bidders to furnish the required Maintenance Bond or Letter of Credit on or before _____, 2013.

If you fail to execute said Agreement and to furnish said Bond within ten (10) calendar days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such rights as granted by law.

You are required to return one acknowledged Notice of Acceptance along with the necessary Agreement, Certificate of Insurance and Bond to the City within ten (10) calendar days after its receipt.

Dated this ___ day of _____, 20__.

City of Newburgh

By: _____
Richard F. Herbek
City Manager

ACCEPTANCE of NOTICE BY CONTRACTOR:

Receipt of the above Notice of Acceptance is hereby acknowledged this ___ day of _____, 20__.

By: _____
Signature in Blue Ink

Name Printed: _____ Title: _____

Contractor: _____

Contractor's Address: _____

FID: _____

MAINTENANCE BOND

One (1) Year / Ten (10) Percent
City of Newburgh, New York

STATE OF
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: That _____
(NAME OF CONTRACTOR)

AS PRINCIPAL, AND _____
(NAME OF SURETY)

a corporation organized under the laws of _____

and as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the

City of Newburgh, a municipal corporation, the sum of _____
(NAME OF OWNER) (AMOUNT DETERMINED BY 10%)

Dollars (\$ _____) for the payment of which sum will and truly to be made

unto said City of Newburgh and its successors, said principal and sureties do hereby bind
(NAME OF OWNER)

themselves their assigns, and successors jointly and severally. This obligation is conditioned, however,

that, whereas said _____ has this day entered into a
(NAME OF CONTRACTOR)

written contract with said City of Newburgh for Emergency Equipment Rental with Operator
(PROJECT WORK AS IT APPEARS ON CONTRACT DOCUMENTS)

for Excavation Services, as needed which contract and the plans and specifications therein

Mentioned and adopted by the City of Newburgh and are hereby expressly made a part thereof as
(NAME OF OWNER)

though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of one (1) year. The period shall be one (1) year from the date of acceptance as shown on the "Certificate of Completion" as issued by the City, or the date of final payment by the City, whichever bears the later date, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. Said maintenance contemplates the complete restoration of the work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the said Contractor under the conditions prescribed by the plans and specifications; and in case the said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the City, it is agreed that the City may do said work and supply such materials and the said Contractor and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract of this Maintenance Bond.

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, the said _____
(NAME OF CONTRACTOR)

has caused these presents to be executed by _____
(NAME OF CONTRACTOR'S AUTHORIZED SIGNER)

and the said _____
(NAME OF SURETY)

has caused these presents to be executed by its _____
(ATTORNEY-IN-FACT OR OFFICIAL)

and the said has hereto set his/her hand this _____ the _____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

ATTEST: _____

ATTEST: _____

By: _____

By: _____

SURETY

SECRETARY

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
Power of Attorney must be attached.