

TOWN OF NORTH HEMPSTEAD



Request for Sealed Bids

IMPORTANT: SEE “NOTICE TO BIDDERS” and “INSTRUCTIONS TO BIDDERS”
CLAUSES HEREIN BIDS MAY BE SENT TO THE ADDRESS LISTED BELOW ONLY
(Fax and/or E-Mail Bid Submissions Will NOT Be Accepted)

<u>BID OPENING INFORMATION</u> Date: October 14 th 2026 Time: 11AM	NAME OF BID: TNH245-2026-Boiler Maintenance, Servicing and Replacement
INVITATION FOR BIDS NUMBER: TNH245-2026	Specification Reference: As Incorporated in the Invitation For Bids
CONTRACT PERIOD: For two years from December 6 th 2026, with the option to renew for two additional one year periods on the same terms and conditions, including price. The Town may extend any term for a period of up to 90 days. Any extension is at the town's sole discretion.	

The bid must be fully and properly executed by an authorized person.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Town of North Hempstead General Conditions, and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification #: (Do Not Use SS#)		
D/B/A - Doing Business As (if applicable):			
Street	City	State	Zip
If you are not bidding, place an “x” in the box and return this page only. ☐ WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.			
Bidder's Signature: _____	Printed or Typed Name: _____		
Title: _____	Date: _____		
Phone: () - ext ()	E-mail Address: _____		
Fax: () -	Company Web Site: _____		

Department of Finance - Purchasing Division

220 Plandome Road • Manhasset, New York 11030 • (516) 869-2403 (P) • (516) 869-2919 (F)
Contracts@northhempsteadny.gov • www.northhempsteadny.gov

TOWN OF NORTH HEMPSTEAD



Request for Sealed Bids

**THIS BID
CONTAINS THE FOLLOWING:**

Notice to Bidders/Proposers
Instruction to Bidders/Proposers
Bid Specifications/Items List
General Conditions
Bidders' Qualifications Statement
(includes bidders statement, non-collusion statement, insurance forms)

Georgina Carr, Procurement Coordinator

Vonda Henderson, Buyer

Kelli Rivera, Buyer

Department of Finance - Purchasing Division

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IMPORTANT NOTE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Town of North Hempstead has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

TNH245-2026-Boiler Maintenance, Servicing and Replacement

NOTICE TO BIDDERS

SEALED BIDS will be received by the Department of Finance – Purchasing Division of the Town of North Hempstead in the Office of the Purchasing Division located on the lower level of Town Hall, 220 Plandome Road, Manhasset, New York 11030, **on the 14th day of October, 2026, at 11:00 AM**, at which time they will be publicly opened and read and the Contract awarded as soon thereafter as practicable.

Bids may be mailed or hand delivered to the Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, provided the Bid is actually received by the Purchasing Division prior to the time of public opening; or Bids may be delivered to the place of public opening (*i.e.*, the Office of the Purchasing Division) immediately prior to the time of public opening. Late bids will not be accepted.

All Bids must be sealed and submitted in an envelope with the **Identification Label** provided in the Bid Documents affixed to the front of the envelope.

Under New York General Municipal Law Section 103(16), any contract awarded under this bid (hereinafter, the "Contract") shall be made available to all other governmental entities in New York State. It is understood that the extension of the Contract to such other governmental entities is at the discretion of the Bidder and that the Bidder is not bound, by virtue of such contract, to any contract or agreement other than the Contract. All purchases or other orders made by another governmental entity will be placed by and be the responsibility of such governmental entity.

All BIDDERS MUST complete the required Bidder's Disclosure Statement, Non-Collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a Bidder is currently executing work for the Town.

☐ It is the policy of the Town of North Hempstead to encourage the participation of DBE and M/WBE; by bidding on this project, the contractor acknowledges its understanding and support of this policy and pledges to fully cooperate with the Town in meeting the requirements as set forth in the bidding and contract documents. Please check here if you are a DBE or MWBE and attach certification or other evidence of status to response.

The Town reserves the absolute right to reject any and all Bids, and to waive any informalities therein.

A Bid/Proposal submitted by a bidder who is not in full compliance with the provisions of the Town of North Hempstead, Town Code at the time of submission will be denied.

The Town will not accept Bids from, nor award a Contract to, anyone who cannot prove to the satisfaction of the Town that the bidder has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

DATED: Manhasset, New York
September 24, 2026

INSTRUCTIONS TO BIDDERS/PROPOSER'S

Please take Notice; for the purposes of this Request for Proposals ("RFP"), the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously.

ITB-1 BID/PROPOSAL PREPARATION

Prepare your bid/proposal on this form using indelible ink. One copy of the bid is required, unless otherwise specified herein.

ITB-2 BID DOCUMENTS

Failure to fully comply with any of the requirements or instructions contained within the bid document may constitute sufficient cause for rejection of the Bid/Proposal. Such rejections will be subject to the discretion of the Director of Purchasing.

Invitations for Bids will consist of the following documentary components:

- a. Notice to Bidders/Proposers
- b. Instructions to Bidders/Proposers
- c. General Conditions
- d. Standard Specifications (as defined in General Conditions)
- e. Proposal Form with Schedule 'A'
- f. Bidder's Qualifications Statement
- g. Addendum to Bid Documents

Invitations for Bids Involving Public Work or Building Services Pursuant to Articles 8 and 9 of the New York State Labor Law (as specified in the Proposal Form) will also include the following documentary component:

- a. New York State Department of Labor Wage Rate Schedule(s).

ITB – 3 EXAMINATION OF BID DOCUMENTS AND FAMILIARITY WITH SITE

BEFORE SUBMITTING A BID/PROPOSAL, ALL BIDDERS ARE ADVISED TO CAREFULLY EXAMINE THE BID DOCUMENTS; WHERE THE CONTRACT IS FOR PUBLIC WORK OR INSTALLATION THE BIDDER IS ADVISED TO VISIT THE SITE OF THE PROPOSED WORK TO BECOME COGNIZANT OF CONDITIONS AND LIMITATIONS ASSOCIATED WITH FULFILLING REQUIREMENTS OF THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO PLANS AND SPECIFICATIONS.

Pleas of ignorance or misunderstanding of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of negligence by failing to make the necessary examinations and investigations as may be expected of a reasonably prudent Bidder, will NOT be accepted as grounds for any excuse on the part of a Contractor to fulfill in every respect all of the requirements of the Bid Documents, nor will such excuses be accepted by the Town as a basis for any claims whatsoever for extra compensation, or for an extension of Contract completion time.

ITB-4 INTERPRETATION OF BID DOCUMENTS

If any prospective Bidder is unsure of, or has any reservations about, the precise and true meaning of any written or drawn material contained within any of the Bid Documents, or finds apparent discrepancies therein, or possible omissions therefrom, s/he shall promptly submit to the Director of Purchasing, a written request, fully describing the material in question, for an interpretation, explanation or revision thereto. The response to each request for clarification will be made only by an Addendum to the Bid Documents. Neither the Town nor the Director of Purchasing may be held responsible or liable for any other explanations or interpretations of these Bid Documents.

ITB-5 ADDENDUM TO BID DOCUMENTS

Any Addendum issued during the bidding period shall become an integral part of the Bid Documents and shall be incorporated in the Bidder's Bid/Proposal. All Addendum shall be acknowledged in the Bidder's Bid/Proposal, by entering the title, date and signature of the person signing the Bid/Proposal.

ITB-6 MODIFICATIONS TO BID DOCUMENTS

Bids/Proposals shall not take exception to, or request modifications for, any item described in the Bid Documents. Oral Bids/Proposals will not be considered.

ITB-7 RIGHTS OF TOWN BOARD

The Town Board reserves the right to reject any and all Bids/Proposals and to waive any informalities in the Bids/Proposals received, and to accept the Bid/Proposal most favorable to the interests of the Town, after all Bids/Proposals have been analyzed, checked and verified.

ITB-8 TAX EXEMPTION

The Town of North Hempstead is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the Town pursuant to the provisions of this Contract. These taxes are not to be included in Bids/Proposals.

ITB-9 FORM OF BID/PROPOSAL

EACH BID/PROPOSAL MUST BE MADE ON THE "PROPOSAL FORM" ATTACHED HERETO AND SHALL REMAIN ATTACHED HERETO AS ONE OF THE BID DOCUMENTS AND SHALL BE SUBMITTED IN A SEALED ENVELOPE BEARING THE NAME OF THE BID, BID NUMBER, AND THE NAME OF THE BIDDER.

THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT IS NOT MADE ON THE "PROPOSAL FORM".

ITB-10 **DELIVERY OF BIDS/PROPOSALS**

BIDS/PROPOSALS MUST BE DELIVERED BY THE TIME AND TO THE PLACE STIPULATED IN THE ADVERTISEMENT. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID/PROPOSAL IS RECEIVED IN THE PROPER TIME. ANY BIDS/PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS/PROPOSALS SHALL BE RETURNED TO THE BIDDER/PROPOSER UNOPENED.

ITB-11 **CORRECTIONS TO BIDS/PROPOSALS**

Erasures or other corrections in the Bid/Proposal must be initialized by the person signing the Bid/Proposal.

ITB-12 **WITHDRAWAL OF BIDS/PROPOSALS**

Any Bidder may withdraw his/her Bid/Proposal, either personally, or by telegraphic or written request, if such a request is received by the Purchasing Division at any time during normal working hours prior to the scheduled closing time for receipt of Bids/Proposals. If a Contract is not awarded within 45 calendar days after opening of the Bids, all Bids will be considered to have been rejected for cause, unless, at the Town's request the low Bidder agrees to hold his Bid valid for an additional stipulated length of time.

ITB-13 **MULTIPLE BID/PROPOSAL SUBMITTALS**

Any person, firm or corporation will not be permitted to make more than one Bid/Proposal for the product or service. If a person is a partner, officer or director of more than one firm interested in bidding for the product or services, only one of the firms may submit a Bid/Proposal.

ITB-14 **NON-COLLUSIVE BIDDING CERTIFICATION**

In accordance with § 103-d of the General Municipal Law, by submission of this Bid/Proposal, 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 its knowledge and belief:

(1) The prices in this bid/proposal 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/proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer 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/proposer to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

ITB-15 **QUALIFICATIONS OF BIDDERS**

A BIDDER'S QUALIFICATIONS STATEMENT IS REQUIRED. The forms attached hereto indicate all the information required. Each Bidder/Proposer shall be responsible for submitting his current Disclosure Statement with his Bid/Proposal. The Town retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INLCUDE A DISCLOSURE STATEMENT.

ITB- 16 **IDENTIFICATION LABEL**

To properly expedite the receipt and processing of bids submitted, the following "Identification Label" must be affixed to the outer envelope of the sealed bid. Bids shall be delivered by U.S. Mail, public carrier (e.g. UPS, FedEx), or by hand. THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOPOSAL THAT DOES NOT CONFORM TO THIS SECTION.

SEALED BID ENCLOSED

Town of North Hempstead
Department of Finance
Purchasing Division

Bidder's Name: _____

Bid Number: _____

Bid Name: _____

Due Date: _____

Bid Specifications

The Town of North Hempstead is seeking qualified contractors to bid on the maintenance, repair, servicing, replacement and installation of the Town's Boilers. This contract also applies to the maintenance, repair, servicing replacement and installation of gas-fired pool heaters, Modine heaters, gas/electric/oil fired water heaters.

This is a requirements contract. There are no minimum mandatory purchases or service requests. The Town reserves the right to award the contract in whole or in part, or not at all, whichever is in the best interests of the Town. The Town reserves the right to award to a primary and a secondary vendor.

Services and Service Standards

1. The contractor shall provide labor, materials, equipment, and appliances necessary or required to perform and complete all work including, but not limited to the following:
 - a. Repair and/or replacement of hot water heating systems and components, steam and other hydronic systems and components, all secondary heating systems and components, all other hydronic system specialties.
 - b. Removal and disposal of boilers, boiler breechings and associated appurtenances (i.e., burners, pumps, heat exchangers, automatic controls, etc. This list is not all inclusive.)
 - c. Repair of boilers, boiler breechings, and associated appurtenances (i.e., burners, pumps, heat exchangers, automatic controls, etc.)
 - d. Replacement of all heating equipment as such: boilers, boiler breechings, and associated appurtenances (i.e., burners, pumps, heat exchangers, automatic controls, etc.)
 - e. New installation all heating equipment as such: of boilers, boiler breechings, and associated appurtenances (i.e., burners, pumps, heat exchangers, automatic controls, etc.)
 - f. The contractor shall arrange and pay for disconnection of any existing services prior to demolition. This may include but not necessarily be limited to electrical or plumbing connections to mechanical and other equipment.
 - g. Providing temporary (i.e., rental) heating, cooling, or electrical generation equipment and all connections required to existing systems to ensure proper operation.
 - h. Procurement of materials, equipment (owned or rented), and subcontractors to perform any portion of projects or work. Any work to be subcontracted must receive prior approval of the Town.
 - i. Preparing, filing, and obtaining permits, including drawings as required and paying of all fees, including but not necessarily limited to tipping fees, dewatering permits, etc.
 - j. Provision of underwriters certificates for all electrical work.
 - k. Examination of existing or new welds using x-ray, penetrating dye, or other methods.
 - l. Survey of damaged or other existing systems to recommend repairs or replacement.
2. When repairing or replacing any components/equipment, the contractor shall use the most up to date materials being manufactured. No obsolete materials shall be allowed without Town approval. Parts and materials shall be new and must be of the same manufacturer or a certified equivalent as the original equipment. The Town reserves the right to furnish parts and materials if they deem it to be in their best interest. Parts that have been replaced shall be the property of the Town and shall be left at the site unless directed otherwise by an authorized Town representative.
3. Subcontracting: Under this contract, subcontracting will not be permitted without prior approval of the Town, in the event that approval is granted, the contractor will be allowed to add no more than 10% to the subcontractor's invoice for handling. Subcontractor's invoice must be presented to the Town at the time of submission of voucher for verification. All subcontractors must meet the same qualifications as

the contract vendor and shall meet all other requirements specified herein as well as all prevailing wages. Copies of certified payrolls from all subcontractors must be attached and submitted by the contract vendor for verification. No payment will be made for any subcontractor invoices without a copy of their certified payroll. The contractor will be required to submit to the Town copies of agreements with all sub-contractors, including insurance certificates as well as certified payroll for all sub-contractors under the same requirements as the contractor under this Contract.

4. The contractor shall adhere to local building codes, laws and regulations where mandatory, specifications and drawings to the contrary notwithstanding. The contractor shall conform to New York state industrial code 23 and OSHA standards and regulations, and all other federal, state and local codes and regulations, including all utility company requirements.
5. Primary and Secondary Vendors: In the event that the work cannot be performed as per the time schedule set by the Town by the successful bidder, the second responsible bidder, if awarded, will be called upon to perform at his quoted price with no penalty to the lowest bidder.
6. This contract may be cancelled by the Town, when in the opinion of the Town Commissioners the service rendered is incompetent, inadequate or unresponsive or found to be operating in bad faith to the department's needs. In the case that the Contract is cancelled pursuant to this clause, the Town reserves the right to use the Secondary Vendor as the Primary vendor, or award to the second lowest responsible bidder, whichever is applicable and/or in the best interests of the Town.
7. Contractor Methods, Procedures, Equipment: Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the work. Contractor's service persons shall have tools and equipment common to the trade that may be necessary to perform required work. The Town will not pay for rental or replacement of any of common tools and consumables associated with the type of work outlined in this contract. The contractor shall protect all existing and new equipment from damage from soot, scale, residue and other construction debris. The contractor shall clean, repair, and/or replace any damage at no additional cost to the Town, that results from the contractor's non-compliance with this item.
8. Confined Space: Contractor must show proof of their Employees receiving confined space safety training, where applicable. Contractor shall supply its employees with protective clothing, eye shields, masks and/or respirators, gloves, etc., as may be necessary to prevent injury and hazard when cleaning or working on boilers.
9. The contractor is responsible for disconnecting and subsequent reconnecting of all electrical connections to the boiler to prevent accidental firing while repair work is in progress. All materials used in the installation shall be of the highest quality and shall be free from all defects, which would mar the appearance of the equipment or render it structurally unsound. Contractors shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible. The contractor shall provide, erect, and maintain all necessary barricades, signs and lights, and take all necessary precautions for the protection of the work and safety of the public. Boilers, burners, controls, piping and floors are to be protected to prevent damage from soot, scale and residue.
10. Cost Estimates: Except for emergency work, the contractor will be required to submit a detailed budget cost estimate before any work is started. For emergency work, the Contractor must submit their budget cost estimate within 48 hours after starting the work. In the event that the contractor is called upon to

provide an estimate or “not-to-exceed” figure, their representative will be paid the mechanic’s rate of pay for the time spent at the location only if the contractor is not awarded the job. A purchase order signed by an authorized representative of the requesting Department will be required for the payment of such estimate. The contractor shall be able to furnish adequate manpower and equipment to provide emergency repair service within four (4) hours and to commence non-Emergency work within one (1) week.

11. The contractor shall have a place of business with a distinct mailing address, supplies and the tools/equipment necessary to respond to emergency service boiler/breeching repair, service, and new construction Requests, including weekends and holidays and must be prepared, at the Town’s Request, to perform the necessary work between the hours of 4:00 pm and 7:00 am.

Work Orders and Invoices

Prior to beginning any work, Contractor will be required to provide a “not-to-exceed” figure, which must be approved by an authorized individual from the user department before work starts. Contractor should not proceed with the work before receiving a purchase order signed by an authorized town representative.

Invoices for payments **will not** be processed without a valid purchase order and a service ticket which must include start and end time and be signed by an authorized individual from the user department. No travel time will be paid. Payments will be made only for time on the job. All paperwork needs to reference the bid number (TNH245-2026). Invoices must include copies of certified costs for all parts and equipment being provided. Invoices must also include copies of certified payrolls referencing the PRC number (below) and the certified cost of any parts or equipment.

Prevailing Wage

Any work done pursuant to this contract is subject to the New York State prevailing wage requirements which can be found in Article 8 of the New York State Labor Law. The winning bidder will be required to submit copies of certified payrolls with invoices. PRC # 2026027044

This Bid covers the following types of work:

1. **Maintenance Visit:** During maintenance visits the vendor is expected to ensure that the system is in good working order, replace filters, belts, oil, valves, grease or other parts, as needed. Maintenance visits are expected to take place approximately once per year as scheduled by the user departments.
2. **Emergency Visit:** Emergency visits occur when an unforeseen event results in the need for the contractor to repair the HVAC system at short notice. The contractor shall provide the necessary crew to the emergency site within four hours of notice that there is an emergency, unless the Town representative authorizes a longer response time.
3. **Service Visit:** Service visits occur when there is a need for a non-emergency repair or servicing of the system, outside the normal maintenance visits.
4. **New Installation:** New Installations occur when an entire new system is installed where there was not one previously, or a new unit is being installed to replace an existing unit. Contractors may perform new

installations under this bid. Engagement of the contractor for the New Installation is at the sole discretion of the Town. The Town may choose, in its discretion, to separately bid out any New Installation.

Facilities

Following is a list of Town facilities that the Contractor will be responsible for servicing. This is not be an all-inclusive list and the Town reserves the right to have any and all of its buildings serviced by the contractor.

1. Town Hall I, 220 Plandome Road, Manhasset, New York 11030
2. Town Hall II, 200 Plandome Road, Manhasset, New York 11030
3. Town Hall III, 210 Plandome Road, Manhasset, New York, 11030
4. Department of Public Works, 285 Denton Avenue, New Hyde Park, NY 11040
5. Roslyn Repair Shop, 802 West Shore Rd, Port Washington 11050
6. Shore Road Yard, 700 West Shore Rd, Port Washington 11050
7. Albertson Yard, 1 Highway Drive, Albertson
8. Harbor Links Golf Course, 1 West Fairway Drive, Port Washington, NY 11050
9. Yes We Can Community Center, 141 Garden Street, Westbury, NY*
10. Solid Waste Management Authority Complex, 802 West Shore Road, Port Washington 11050
11. Animal Shelter, 95 Marino Avenue Port Washington, NY 11050
12. Broadway Park, 151 Broadway, Garden City Park, NY
13. John Caemmerer Park, 160 Wentworth Avenue, Albertson, NY
14. Clinton G. Martin Community Center, 1601 Marcus Avenue, New Hyde Park, NY
15. Charles J. Fuschillo, 200 Carle Road, Carle Place, NY
16. Gerry Pond Park, 10 Papermill Rd. Roslyn, N.Y.
17. Harbor Hills, 7 Shore Cliff Place, Great Neck, NY
18. Manhasset Valley Park, 158 Manorhaven Blvd. Port Washington, NY
19. Manorhaven Beach Park, 158 Manorhaven Blvd. Port Washington, NY
20. Merillion Ball Field, Marcus Avenue & Nevada Drive, New Hyde Park
21. Michael J. Tully Park, 1801 Evergreen Avenue, New Hyde Park, NY
22. Ridder Pond Park Marcus Avenue & Meadowfarm Rd., New Hyde Park, NY
23. Whitney Pond Park, Community Dr. & Community Dr. E., Manhasset, NY
24. Town Dock, 347 Main Street, Port Washington, NY
25. Port Washington Adult Activity Center, 80 Manorhaven Blvd, Port Washington, NY 11050
26. Port Washington Parking District Building, 15 Vanderventer Avenue, Port Washington, New York
27. Gold Coast Arts Center, 113 Middle Neck Rd., Great Neck, NY 11021
28. Additional Miscellaneous Facilities throughout the Town

***Please note that the Yes We Can Community Center is a Leadership in Energy and Environmental Design Building (LEED) with a Geothermal System that must be maintained and repaired.**

Duration

For two years from December 6th 2026, with the option to renew for two additional one-year periods. The Town may extend any term of this contract for up to 90 days, at its sole discretion.

Use the following Proposal Form to provide Bid

Bid Proposal Form

Name, Address, Phone Number, email and Contact Person for Proposer

Please confirm that you can maintain, service and repair the geothermal system at YWCCC **(CIRCLE ONE) YES / NO**

No.	DESCRIPTION	UNIT	ESTIMATED NUMBER PER YEAR*	UNIT PRICE	TOTAL PRICE
1	STEAMFITTER	HOURLY	100		
2	SHEETMETAL WORKER	HOURLY	25		
3	ELECTRICIAN**	HOURLY	20		
4	PLUMBER**	HOURLY	20		
5	FLAT FEE FOR PROJECT ESTIMATE (if applicable)^	EACH	20		
6	PARTS****	EACH		15% above Certified cost	
7	BOILERS AND EQUIPMENT***	EACH		15 % above Certified cost	
8	SUBCONTRACTOR**	EACH		10% above certified invoice	
	TOTAL				

*Please note that any estimates are strictly for purposes of evaluating the bid and are not guaranteed minimums.

**Any work to be completed by an electrician, plumber or subcontractor must be pre-approved by the Town. All electricians and plumbers must be licensed to do business in the Town.

^ Please include fee to be charged for contractor to provide a project estimate. This is an all-inclusive fee for each estimate, not an hourly rate. To be charged when the contractor is called upon to provide an estimate only, not to be combined with a complete project.

***Contractor must show actual certified costs of parts and equipment.

GENERAL CONDITIONS

1. **APPLICABILITY** The terms and conditions set forth in this section entitled General Conditions are expressly incorporated in and applicable to the resulting procurement contracts let by the Town of North Hempstead where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **NO ARBITRATION** Disputes involving this procurement, the resulting contract, including the breach or alleged breach thereof, and any purchase orders issued hereunder may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

4. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Section 16A of the Code of the Town of North Hempstead, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the Town of North Hempstead and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

(A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the Town of North Hempstead. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

- (1) General Conditions.
- (2) Bid Specifications.
- (3) Bid Documents.
- (4) Contractor's Bid/Proposal.

6. DEFINITIONS

AWARD is the decision of the Town to accept the Bid/Proposal of the lowest responsive, responsible Bidder/Contractor for the procurement included in these Bid Documents. An award letter will be issued by the Town informing the Contractor that its bid was accepted.

BID DOCUMENTS Writings by the Town setting forth the scope, terms, conditions and technical specifications for procurement. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions contained therein or incorporated by reference.

BID OR PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. For the purpose of this Request for Proposal, the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Town of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a solicitation. The term Bidder shall also include the term "proposer" or "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID SPECIFICATION A written description drafted by the Town setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.

CONTRACT The writing(s) which contain the agreement of the Town and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT DOCUMENTS consist of the Contract or Purchase Order made between the Town and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder's Qualification Statement, Bidder's Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but not limited to work change orders or changes to purchase orders.

COMPTROLLER Comptroller of the Town of North Hempstead.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Town.

DIRECTOR Director of Purchasing or his/her authorized representative.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the Town to properly test, install, operate and enjoy full use of the Product.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Director to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of the Town (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology, including software.

PURCHASING DIVISION shall mean the Town of North Hempstead, Department of Finance, Purchasing Division.

PURCHASE ORDER The Town's fiscal form or format that is used when making a purchase (e.g., Claim Form, formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Director may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TOWN shall mean the Town of North Hempstead, Nassau County, New York.

TOWN ATTORNEY Town Attorney of the Town of North Hempstead.

TOWN BOARD shall mean the council members duly elected by the residents of the Town of North Hempstead, Nassau County, New York.

BID SUBMISSION

7. **BID OPENING** Bids may, as applicable, be opened publicly. The Director reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. **BID/PROPOSAL SUBMISSION** All Bids/Proposals are to be packaged, sealed and submitted to the location stated in the Bid/Proposal Specifications. Bidders/Proposers are solely responsible for timely delivery of their Bids/Proposals to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid/Proposal return envelope, if provided with the Bid Specifications, should be used with the Bid/Proposal sealed inside. If the Bid/Proposal response does not fit into the envelope, the Bid/Proposal envelope should be attached to the outside of the sealed box or package with the Bid/Proposal inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's/Proposer's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids/Proposals must have a label on the outside of the package or shipping container outlining the following information:

"BID/PROPOSAL ENCLOSED (bold print, all capitals)

- Bid/Proposal Name
- Bid/Proposal Number
- Bid/Proposal Submission date and time"

In the event that a Bidder/Proposer fails to provide such information on the return Bid/Proposal envelope or shipping material, the Town reserves the right to open the shipping package or envelope to determine the proper Bid/Proposal number or Bid/Proposal Name, and the date and time of Bid opening. Bidder/Proposer shall have no claim against the Town arising from such opening and such opening shall not affect the validity of the Bid/Proposal or the procurement.

Notwithstanding the Town's right to open a Bid/Proposal to ascertain the foregoing information, Bidder/Proposer assumes all risk of late delivery associated with the Bid/Proposer not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids/Proposals must be signed by a person authorized to commit the Bidder/Proposer to the terms of the Bid Documents and the content of the Bid (offer).

9. LATE BIDS/PROPOSALS For purposes of Bid openings held and conducted by the Purchasing Division, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the Town of North Hempstead, Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Town. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Town shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Director.

10. BID/PROPOSAL CONTENTS Bids/Proposals must be complete and legible. All Bids/proposals must be signed. All information required by the Bid Specifications must be supplied by the Bidder/Proposer on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Director or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's/Proposer's response portion of the Bid Document must be initialed by an authorized representative of the Bidder/Proposer. Bidders/Proposers are cautioned to verify their Bids/Proposals before submission, as amendments to Bids or requests for withdrawal of Bids/Proposals received by the Director after the time specified for the Bid opening/date of submission of RFP, may not be considered.

11. EXTRANEIOUS TERMS Bids/Proposals must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid/Proposal non-responsive and may result in rejection of the Bid/Proposal.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless the Director expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

12. CONFIDENTIAL/TRADE SECRET MATERIALS Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Director to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

13. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law.

14. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Director to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Director reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

15. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

A. "Public Works" and "Building Services" - Definitions

i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The Town, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

B. **Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

C. **Wage Rate Payments / Changes During Contract Term**. The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

D. **Public Posting and Certified Payroll Records** In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Town that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: (1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

E. **Day's Labor** Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

F. **Compliance with the Contract Work Hours and Safety Standards Act for Federal Funding** (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (F)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (F)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (F)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (F)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (F)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (F)(1) through (4) of this section.

7. RIGHTS

16. **APPRENTICESHIP TRAINING PROGRAMS PUBLIC WORKS AND BUILDING SERVICES CONTRACTS**

Any Bidder/Contractor entering into a Contract with the Town for public work or building services in a contract amount more than \$500,000, or any sub-contractor entering into a sub-contract with a Contractor who has a Contract with the Town for public work or building services, shall submit verification that they have in-place or will participate in an apprenticeship training program appropriate for the type and nature of work to be performed which have been registered with and approved by the New York State Commission of Labor, pursuant to §816-b of the New York State Labor Law, any provision contained in §103 of the General Municipal Law to the Bidder/Contractor notwithstanding.

A sub-contractor entitled to receive less than \$100,000 from a Bidder/Contractor sub-contract is exempt from the requirement set forth herein.

17. TAXES

- A. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.
- B. Purchases made by the Town are exempt from New York State sales and excise taxes. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed Product, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.
- C. New York State Truck Mileage and Unemployment Insurance or Federal Social Security taxes remain the sole responsibility of the Bidder/Contractor, as no person, firm or corporation is exempt from paying them.
- D. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

18. PRODUCT REFERENCES

- A. **Trade Customs** There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the State Finance Law.
- B. **“Or Equal”** In all Bid Specifications the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Director’s decision as to acceptance of the Product as equal shall be final.
- C. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

- 19. **REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the “Warranties” set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

- 20. **PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products that are manufactured or produced in public institutions will be rejected.

21. PRICING

- A. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Director, such unit pricing is obviously erroneous.
- B. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.
- C. **“No Charge” Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid “no charge” on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Director.
- D. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.
- E. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a “Consent & Acknowledgment Agreement” in a form acceptable to the Director.
- F. **Prices Subject to Tariff** If a contract price cannot be honored solely as a result of the imposition of a Federal tariff, then the Town may, at its sole discretion, pay the contracted price plus the increase resulting from the tariff imposition. Notwithstanding this option, the Town reserves the right to solicit lower pricing if determined it would be able to procure same regardless of the imposition of a Federal tariff. Should an act of the courts, legislature, or any political body having jurisdiction rescind any tariff that impacts the cost of the contracted goods or services, Contractor shall immediately revert its fee structure back to the original, competitively bid price. Contractor shall only be required to offer the original, competitively bid price if the Town unilaterally exercised its option permitting contractor to include the cost of the tariff with the competitively bid price. If the Town agreed to pay, and subsequently paid, for the increased price and no tariff was actually assessed on the goods or services contracted, Contractor shall reimburse the Town the difference between the original, competitively bid price and the increased pay option.”
- G. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Director, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:
 - (i) GSA Changes: Where Town Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
 - (ii) Commercial Price List Reductions: Where Town Net Prices are based on a discount from Contractor’s list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

H. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the Town. Contractors are encouraged to reduce their pricing upon receipt of such request.

22. DRAWINGS

A. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Director, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

i. **Standard Practices** In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard Town practices. The following practices may be supplemented or modified, in writing, by the Director.

a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the Town.

b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the Town. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard Town practice; (d) Have a cover with content and format which shall conform to current Town practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current Town practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on mylar, or be an accurate photographic mylar reproduction of any work originally done in pencil; (iv) Be of the following size:

(a) 8½" x 11", or fold-out multiples thereof, if to be bound into the specifications book, subject to approval by the Director.

(b) A minimum of 22" x 36" to a maximum of 36" x 48" to be approved by the Director.

(c) CADD generated drawings shall be plotted on mylar reproducibles and the CADD files shall be additionally provided to the Town on disc in a format acceptable to the Town.

e. Notwithstanding any of these provisions, the Bidder/Contractor shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

B. **Ownership of Documents** All completed original tracings and the original master specification sheets shall constitute the property of the Town but may, during the course of the performance of the work required by the Bid Specification/Contract, remain in custody of the Contractor unless otherwise directed by the Director. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the Director.

C. **Surrender of Documents** Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the Director (as applicable), all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the Contractor's business. The Contractor may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

D. **Drawings Submitted During the Contract Term** Where the Contract require the Contractor to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Town's representative and shall be in accordance with the requirements set forth in Section 22(A).

E. **Accuracy of Drawings Submitted** All drawings shall be neat and of professional quality and technical accuracy. The drawings shall coordinate all designs, drawings, specifications and other services furnished by the Bidder/Contractor under the Bid Specifications/Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, unless otherwise agreed upon by the Director. Neither the Town's review, approval or acceptance of, nor payment for, the drawings under this contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the Town in accordance with applicable law for all damages to the Town caused by the Contractor's negligent performance or breach of contract of any of the services furnished under the Contract. The rights and remedies of the Town provided for in the Contract are in addition to any other rights and remedies provided by law.

F. **Claims** In the event that any claim is made or any action brought in any way relating to the plans and specifications drawn by the Contractor, the Contractor will diligently render to the Town any and all assistance, which the Town may require of the Contractor at the Contractor's sole cost and expense. None of the above shall be deemed in any way a waiver of the Contractor's responsibility for the information provided by his (its) drawings, specifications and work.

23. LABORATORY WORK If any portion of work being Bid is subject to laboratory testing, the following shall apply:

A. Any and all testing work required under this Contract shall be subject to the approval of the Director prior to undertaking any such testing program.

B. The Director will determine if it is in the best interests of the Town to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.

C. The Contractor shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.

D. If private testing laboratories are used, the Contractor shall process the claims for payment and shall submit its certification that the amount of the claim is reasonable and proper.

24. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

25. SAMPLES

A. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Director and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

B. **Bidder Supplied Samples** The Director reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Director during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Director as to the return of the sample (*i.e.*, mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

C. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Director may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

D. **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Director) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Director the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Director may reject the Bid. If an award has been made, the Director may cancel the Contract at the expense of the Contractor.

E. **Testing** All samples are subject to tests in the manner and place designated by the Director, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

SAMPLES MUST BE SUBMITTED IN STRICT ACCORDENCE WITH THIS SECTION. THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.

BID EVALUATION

26. BID EVALUATION The Director reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the Town will be served. The Director, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

27. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

28. CLARIFICATIONS / REVISIONS Prior to award, the Director reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

29. EQUIVALENT OR IDENTICAL BIDS In the event that two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Director to award a Contract to one or more of such Bidders shall be final.

30. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Director may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (*e.g.*, *net 30 days*), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except as otherwise permitted by law, may render the Bid non-responsive and may be cause for its rejection.

31. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Director reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. If the Director determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience,

ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Director may reject such Bid or terminate the Contract.

32. QUANTITY CHANGES PRIOR TO AWARD The Director reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

33. TIMEFRAME FOR OFFERS The Director reserves the right to make awards within forty-five (45) days after opening of Bids, during which period, Bids must remain firm and cannot be withdrawn. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Director, be accepted or rejected.

TERMS & CONDITIONS

34. CONTRACT CREATION / EXECUTION Subject to Award and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon receipt of: (A) a fully executed Contract; or (B) a Purchase Order authorized by the Director.

35. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by and between the Town and the Contractor under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Director and Contractor.

The Contractor may, however, offer more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Director by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Town than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the Town unless authorized by the Director. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the Town's subsequent acceptance of Product, or that the Town has subsequently processed such document for approval or payment.

36. SCOPE CHANGES The Director reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Director may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

37. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. The Town will neither be compelled to order any quantities of any item nor will it be limited to the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the Town. ***The Town retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.*** Purchases by the Town from Contracts for services and technology are voluntary.

38. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by the Town, or it determines that an emergency exists requiring the prompt and immediate delivery of Product, the Town reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Town in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph.

39. PURCHASE ORDERS Unless otherwise authorized in writing by the Director, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Town. Unless terminated or cancelled pursuant to the authority vested in the Town, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Award.

All Purchase Orders issued pursuant to Contracts let by the Director must bear the appropriate Contract number. As deemed necessary, the Town may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The Town reserves the right to require any other information from the Contractor which the Town deems necessary in order to complete any Purchase Order placed under the Contract. Should the Town add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within *five business days* of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Town, or fulfill the Purchase Order. Notwithstanding the above, the Town reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

40. PRODUCT DELIVERY Delivery must be made as ordered to the address specified in a schedule of locations as indicated on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents/Bid Specifications, delivery shall be made within *thirty calendar days* after receipt of a Purchase Order by the Contractor.

The decision of the Director as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Director, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be

requested in writing by the Contractor and approved in writing by the Town. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Director's discretion, the Contract.

The Town further reserves the absolute right to authorize the immediate purchase of the Product from other sources. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, may be deducted from the Contract quantities without penalty or liability to the Town. The Contractor shall promptly reimburse the Town for any excess cost incurred in replacing all or part of the Products which are the subject of the delay. The Contractor shall have no claim against the Town for the difference in cost where the cost of the purchase is less than that provided in the Contract.

41. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by the Town, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the Town). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the Town where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Town shall govern.

42. SHIPPING/RECEIPT OF PRODUCT

A. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Town unless otherwise specified in the Contract documents.

B. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the Town or its designated location listed in the Contract or Purchase Order. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Town's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Town. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

43. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Town until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Town personnel of the delivery or receipt of goods (*e.g., signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Director.

44. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Town. If shrinkage occurs which exceeds that normally allowable in the trade, the Town shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Town.

45. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Director to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Town. Unless otherwise specified, any substitution of Product prior to the Director's written approval may be cause for cancellation of Contract.

46. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Town within ten calendar days of notification of rejection by the Town. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Town shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Town for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

47. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents.

If any alteration, dismantling or excavation, etc. is required to effect installation:

A. The Contractor shall promptly restore the structure or site following alteration, dismantling or excavation, etc. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

B. Work shall be performed to cause the least inconvenience to the Town and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors.

C. The Contractor shall be responsible for daily clean up of all wastes of every kind arising from all activity at the work site, including but not limited to dust, refuse, rubbish garbage, scrap metal, construction debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and workmanlike appearance at all times.

D. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed in accordance with all Federal, State and Local Laws and Regulations governing the disposal of materials, debris, rubbish and trash on or off the site. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the Town. Burying or burning of any material will not be permitted.

E. The Contractor shall further be responsible for the removal and legal disposal of any other type of waste material resulting from this contract as well as for any and all costs associated with such proper and legal disposal of these materials. No separate payment will be made for this disposal. Any costs thereof shall be included within the unit price costs for the Contract Items.

48. REPAIRED OR REPLACED PARTS / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Town. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Director. The part or component shall be equal to or of better quality than the original part or component being replaced.

49. ON-SITE STORAGE With the written approval of the Director, materials, equipment or supplies may be stored at the Site at the Contractor's sole risk.

50. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, sub-contractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Town. The Director reserves the right to conduct a security background check or otherwise approve any employee, sub-contractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Town's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Director reserves the right to reject and/or bar from the facility for cause any employee, sub-contractor, or agents of the Contractor.

51. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Town. Failure to obtain consent to assignment from the Town shall revoke and annul such Contract. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Director and seek written agreement from the Director. The Director reserves the right to reject any proposed assignee in his/her discretion.

52. SUBCONTRACTORS AND SUPPLIERS The Contractor shall advise the Director, in writing, as to the name and address of the proposed sub-contractor and the exact scope of the work the sub-contractor will perform. The Contractor shall not sub-contract with the sub-contractor until the Director has given written approval of the sub-contractor and the work to be performed. All work by sub-contractors shall be performed at no additional cost to the Town except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the Town with proof of insurance in the same manner and the amounts as required by the Contractor. All sub-contractors shall be required to comply with the applicable terms and conditions of the Contract.

The Director reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the New York State Department of Labor's list of companies with which New York State cannot do business; the Director determines that the company is not qualified; the Director determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

53. PERFORMANCE / BID BOND The Director reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Town Attorney of the Town of North Hempstead. Failure of the Contractor to furnish said surety within ten days from the date of request shall be sufficient cause to terminate the Contract and cancel a pending Purchase Order(s).

54. SUSPENSION OF WORK The Director, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Town. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on Town spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Director issues a formal written notice authorizing a resumption of performance under the Contract.

55. TERMINATION

A. **By written notice:** This Contract may be terminated at any time and for any reason by the Town upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The Town will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the Town's Comptroller. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. Contractor shall use due diligence and provide any outstanding deliverables.

B. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** The Director reserves the absolute right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Director may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

C. **For Violation of Revised Tax Law 5a:** The Director reserves the absolute right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Director may exercise its termination right by providing written notification to the Contractor.

D. Contractor Assistance Upon Termination. In connection with the termination or impending termination of the Contract, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the Town to assist the Town in transitioning the Contractor's responsibilities under the Contract.

E. Accounting Upon Termination. Within thirty (30) days of the termination of the Contract, the Contractor shall provide the Town with a complete accounting up to the date of termination of all monies received from the Town, and shall immediately refund to the Town any unexpended balance remaining as of the time of termination.

F. Reimbursement Upon Termination. Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the Town pending the Contractor's reasonable compliance with the terms and provisions of (D) and (E) above.

56. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Director in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Director with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Director shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Director to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Director where the delay or failure will significantly impair the value of the Contract to the Town, the Director may:

- A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the Town with respect to Product subjected to allocation; and/or
- B. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the Town; or
- C. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Director reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

57. CONTRACT BILLINGS

A. Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to the Town in order to receive payment. None of the Contract amount shall be paid by the Town except pursuant to timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the Product or services performed, all in form and substance satisfactory to the Town.

i. **Claim Forms, Claim Form Review and Approval.** Payments shall be made to the Contractor in arrears and shall be expressly contingent upon: (a) the Contractor submitting a claim form (the "Claim Form") in a form provided by the Town, that (i) states with reasonable specificity the Product or services provided and the payment requested as consideration for such Product or services; (ii) certifies that the sum sought is just, true and correct; that no part thereof has been paid except as stated, and that the balance is actually due and owing and that taxes from which the Town is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and review, approval and audit of the Claim Form by the Town.

ii. **Timing of Payment Claims.** The Contractor shall submit claims no more frequently than once a month and no later than three (3) months following the Town's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 55 shall not be due and payable by the Town.

iii. **No Duplication of Payments.** Payments for the Product shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the Town.

iv. **Release** The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this Contract shall operate on and shall be a release to the Town from all claims and liability to the Contractor, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Contract.

B. The Comptroller shall render payment for Town purchases, and such payment shall be made in accordance with ordinary Town procedures and practices.

C. Submission of a Claim Form and payment thereof shall not preclude the Director from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

D. Contractor shall provide, upon request of the Director or the Comptroller, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Director or Comptroller and in a media commercially available from the Contractor.

58. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

A. **Cover/Substitute Performance** In the event of Contractor's material breach, the Director may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Director is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Director may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Director, be deducted from the Contract quantity and payments due Contractor.

B. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Director. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Town promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Town in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

D. **Substitute Equipment** Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the Town may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Town promptly by the Contractor or deducted by the Town from payments due or to become due the Contractor on the same or another transaction.

E. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Town from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Town the amount of such claim or portion of the claim still outstanding, on demand. The Director reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

59. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the Town with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law. Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Town.

60. INDEPENDENT CONTRACTOR The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Town by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or Town except regularly retired employees, without the consent of the public employer of such person.

61. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other Contractors or Subcontractors of the Town, as necessary to ensure delivery of Product or coordination of performance of services.

62. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the Town. Contractor hereby warrants and represents:

A. **Product Performance** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

B. **Title and Ownership Warranty** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the Town under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Town for any loss, damages or actions arising from a breach of said warranty without limitation.

C. **Contractor Compliance** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Director that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and/or disability benefits, and shall provide such proof as required by the Director. Failure to do so may constitute grounds for the Director to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Director.

D. **Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Town. Contractor shall extend the Project warranty period for individual component(s), or for the Product as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Town and pass through the manufacturer's standard commercial warranty to the Town at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of the Project warranty and extended warranty period(s).

E. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the Town shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Town and guaranteed for the greater of: (i) the warranty period under paragraph (D) above; or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

F. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

G. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: (i) ninety (90) days or (ii) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

H. Workmanship Warranty Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

I. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

63. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Director that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Director. Failure to comply or failure to provide proof may constitute grounds for the Director to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Director. Contractor also agrees to disclose information and provide affirmations and certifications to comply with the New York State Finance Law.

64. COMPLIANCE WITH SECTIONS 139a AND 139b OF THE NEW YORK STATE FINANCE LAW

The Contractor hereby agrees to the provisions of Sections 139a and 139b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, head of a Municipal Department or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with the Town or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

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

65. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Section 220-E of the Labor Law, the Bidder agrees as follows:

A. The Contractor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions.

B. That in the hiring of employees for the performance under this Contract or any sub-contract hereunder, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, age, disability, marital status, or military status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates under this Contract;

C. That the Town may deduct from the amount payable to the Contractor under this Contract a penalty of up to fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

D. That this Contract may be cancelled or terminated by the Town, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the Contract.

E. The Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The Contractor will also comply with all findings and requests of the State Division of Human Rights.

66. INSURANCE The Contractor agrees to procure and maintain (A) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); (B) Disability benefits insurance or proof that the Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (2); (C) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000); and (d) Automobile Liability Insurance in the amount specified on the Town of North Hempstead Insurance Certificate.

Said policies identified in subparagraphs (C) and (D) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the Town, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Indemnitees as additional insureds thereunder.

The Contractor's Additional Insurance shall be primary and fully exhausted in all circumstances prior to the Town's own insurance being utilized. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and except, however, that the Contractor shall not be held liable for an occurrence that results solely from the negligence of the Town).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Contractor is required to give the Town thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

67. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor:

(i) shall be solely responsible for and shall indemnify and hold harmless the: Town and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or any of its officers, directors, employees, servants, agents or independent contractors taken pursuant to or authorized by the performance of this Contract ("Contractor Agents") or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the Town;

(ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Contractor's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

(iii) shall, and shall cause the Contractor Agents to, cooperate with the Town in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.

(B) The obligations of the Contractor pursuant to Section 67(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.

(C) Nothing in this Section 65 or elsewhere in this Contract shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Contract.

(D) The provisions of this Section shall survive the termination of this Contract.

68. EXECUTORY UNDERSTANDING Notwithstanding any other provision of this procurement or the resulting Contract or Purchase Order, the Town shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (B) the Contract or Purchase Order has been executed by an authorized representative of the Town

69. PARTICIPATION BY POLITICAL SUBDIVISIONS:

Under New York General Municipal Law Section 103(16), any contract awarded under this bid (hereinafter, the "Contract") shall be made available to all other governmental entities in New York State. It is understood that the extension of the Contract to such other governmental entities is at the discretion of the Bidder and that the Bidder is not bound, by virtue of such contract, to any contract or agreement other than the Contract. All purchases or other orders made by another governmental entity will be placed by and be the responsibility of such governmental entity. Such governmental entity shall be billed by and make payment to the Bidder directly, with no involvement of the Town of North Hempstead. The Bidder and any governmental entity using the Contract understands and agrees that sole responsibility with regard to the performance of any work for another governmental entity and all terms and conditions of the Contract (including, but not limited to, payment), shall be assumed by the Bidder and such governmental entity and not by the Town of North Hempstead. In the event of a breach in the performance of any such work and any and all terms and conditions of the Contract (including, but not limited to, payment) by the Bidder or such governmental entity, the Town of North Hempstead specifically and expressly disclaims any liability for such breach. The Bidder and any governmental entity utilizing the Contract guarantees to the Town of North Hempstead that the Bidder shall not hold the Town of North Hempstead liable for any breach by another governmental entity in the performance of any provision of the Contract, for the payment of any amounts owed by such governmental entity or for any other matter associated with another governmental entity's use of the Contract. The Bidder and any governmental entity using the Contract shall hold the Town of North Hempstead, its officers, directors, employees, contractors and agents harmless from any liability that may be or is imposed

by the failure of the Bidder or such governmental entity to perform in accordance with its obligations, covenants and terms and conditions of the Contract.

70. CLEAN AIR ACT

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

71. Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

72. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

73. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

74. Application of Federal Laws and Rules; No Federal Obligations

- 1. The contractor shall not use the Town or DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 2. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 3. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 4. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder's Qualifications Statement Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.
6. Debarment and Suspension Certification
7. Byrd Anti-Lobbying Amendment Certification
8. Iran Divestment Act;
9. Procurement Lobbying Certification; and
10. Local Business Certification
11. Certification of No Boycott of Israel

Please complete **ALL ELEVEN** forms and submit with the Bid/Proposal.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
4. That he/she agrees to accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
5. That **DELIVERY** to the destination stated in the Bid Documents will be made within 30 days after the receipt of the order.
6. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the Town of North Hempstead pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
7. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
8. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?
☐ Yes ☐ No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on
this _____ day of _____, 20____

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary. If there is nothing to disclose for a particular question, please denote that by responding N/A.

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.

6. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____

(Seal, if corporation)

(Signature)

Print Name: _____

(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGEMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) _____ he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

(Notary Public)

My Director expires: _____

NONCOLLUSIVE BIDDING CERTIFICATION

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.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: _____ Bidder's Signature	_____ Date
_____ Print Name	_____ Title
_____ Legal Name of Individual or Business Name of Company/Partnership/Corporation	_____ Bidder's Federal Tax Identification # (Do Not Use SS#)
_____ Address	_____ Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

STATE OF)
) ss.:
COUNTY OF)

(Notary Public)

My commission expires: _____

STATE OF)
)
) ss.:
COUNTY OF)

(Notary Public)

My commission expires: _____

STATE OF)
)
) ss.:
COUNTY OF)

(Notary Public)

My commission expires: _____

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the Town in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability):

Policy Number(s):

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

Dated _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.**

ACKNOWLEDGEMENT: _____

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGEMENT.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT AND BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

Debarment and Suspension Certification

The Bidder/Offeror certifies to the best of his or her knowledge and belief, that:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal, state or local department or agency from participation in this transaction.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Sworn to before this this _____

Day of _____, 2026

Notary Public

Byrd Anti-Lobbying Amendment Certification

The Offeror/Bidder certifies, by submitting this offer or bid, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Sworn to before this this _____

Day of _____, 2026

Notary Public

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

This form must be signed and notarized

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

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

Town reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2026

Notary Signature: _____ Date: _____

**PROCUREMENT LOBBYING CERTIFICATION WITH RESPECT TO STATE
FINANCE LAW SECTION §§ 139-j AND 139-k**

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Contractor within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ____ Yes _

If yes, provide the following details:

Governmental Entity which made the finding:

Date of finding:

Basis of finding:

2. Has a Governmental Entity terminated or withheld a procurement contract with the Contractor because of violations of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ____ Yes _

If yes, identify the following:

Governmental Entity which terminated the

contract: Date of contract termination or

withholding: Identify the related procurement
contract:

Contractor AFFIRMS that he/she understands and agrees to comply with the New York State procedures relative to permissible contacts as required by State Finance Law §§ 139-j and 139-k.

Contractor CERTIFIES that all information provided by Contractor with respect to its compliance with State Finance Law §§139-j and 139-k is complete, true and accurate.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Address: _____

Date: _____

LOCAL BUSINESS PREFERENCE CERTIFICATION FORM

ALL INFORMATION MUST BE PROVIDED

A 5% Preference for Local Businesses (hereinafter, "Preference") may be available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS OFFER, BID OR PROPOSAL**.

If a Proposal is received without this Preference Certification Form and any required documentation attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied.

LOCAL BUSINESS PREFERENCE

To qualify for the local business preference, the business must:

1. be physically located within the geographical boundaries of the County of Nassau (the "County"); and
2. such presence must have existed for at least a year, established by ownership or lease of premises that includes an operational office for conducting business or selling and/or manufacturing supplies, materials or equipment; and
3. the business must employ a minimum of two (2) full time employees in the County.

In the case of a two-party joint venture both entities must meet the pertinent test for a Local Business set forth above. In the case of joint venture with more than two parties at least a majority of the entities must meet the pertinent test for a Local Business set forth above.

CERTIFICATION

The Preference Certification Form must include a physical location - NOT a post office box or other postal address.

PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR. This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror.

Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.

The total percentage of all preferences awarded shall not exceed ten percent (10%).

ADDITIONAL DOCUMENTATION. If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Director of Procurement shall determine the sufficiency of such documentation.

NO PREFERENCES SHALL BE APPLIED IF THE PROCUREMENT IS SUBJECT TO GENERAL MUNICIPAL LAW 103, IF FEDERAL FUNDS ARE USED OR IF OTHERWISE INAPPLICABLE TO THIS PROCUREMENT.

TOWN OF NORTH HEMPSTEAD LOCAL BUSINESS CERTIFICATION

I certify my company meets the following qualifications to be eligible for the local business preference:

1. the business is physically located within the geographical boundaries of the County of Nassau (the “County”); and
2. the business has been physically located in the County for at least a year, established by ownership or lease of premises that includes an operational office for conducting business or selling and/or manufacturing supplies, materials or equipment,
3. the business employs a minimum of two (2) full time employees in the County.

Name of Contractor: _____

Address _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Sworn to before this this _____ Day of _____, 2026

Notary Public

My company does not meet the qualifications to be eligible for the local business preference:

Name of Contractor: _____

TOWN OF NORTH HEMPSTEAD
CERTIFICATION OF NO BOYCOTT OF ISRAEL

Pursuant to Town of North Hempstead Code §24-65, the Town shall not enter into a contract with an individual or company identified by the New York State Office of General Services or the Office of the New York State Comptroller as engaging in boycott of Israel.

By signing below, the Contractor agrees and certifies that they are not an individual or company identified by the New York State Office of General Services or the Office of the New York State Comptroller as engaging in boycott of Israel. If any time after signing this certification the Contractor is identified by the New York State Office of General Services or the Office of the New York State Comptroller as engaging in boycott of Israel, the Contractor must notify the Town in writing.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Address: _____

Date: _____



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of North Hempstead

Kelli Rivera, Buyer
220 Plandome Road
Manhasset NY 11030

Schedule Year 2026 through 2027
Date Requested 09/16/2026
PRC# 2026027044

Location Various
Project ID# TNH245-2026
Project Type Boiler Maintenance, Servicing and Replacement

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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2026 through June 2027. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of North Hempstead

Kelli Rivera, Buyer
220 Plandome Road
Manhasset NY 11030

Schedule Year 2026 through 2027
Date Requested 09/16/2026
PRC# 2026027044

Location Various
Project ID# TNH245-2026
Project Type Boiler Maintenance, Servicing and Replacement

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below. Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates. Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use. Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I):

Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at [data.ny.gov](https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-landing) to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-landing>.

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 projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518

Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

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. The specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

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 12226

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

Nassau County General Construction

Asbestos Worker

09/01/2026

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2026

01/01/2027

Asbestos Worker
Removal & Abatement ONLY*

\$ 48.50

Additional
2.66**

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

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker
Removal & Abatement Only

\$ 18.02

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyworker's wages per hour.

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

SUPPLEMENTAL BENEFITS Per Hour:

All Terms: \$ 18.02

4-12a - Removal Only

Boilermaker

09/01/2026

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:

07/01/2026

01/01/2027

Boilermaker

\$ 70.38

\$ 71.88

Repairs & Renovations

70.38

71.88

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

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker
Repair & Renovations

33.5% of Hourly
Wage Paid
+ \$26.85

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

OVERTIME PAY

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

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

** Labor Day ONLY, if worked.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

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

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
\$20.36	\$21.28	\$22.22	\$23.12	\$24.07	\$25.00	\$25.93

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

4-5

Broadband

09/01/2026

JOB DESCRIPTION Broadband

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: Entire County except Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

Per Hour:	07/01/2026	08/04/2026
Field Tech	\$ 55.59	\$ 57.26
Install/Repair*		

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

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmission lines. Please see LINEMAN rates.

*NOTE: Does not include the operation of equipment. Please see OPERATING ENGINEER rates.

*NOTE: Does not include groundmen/flagger/flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 23.54
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OVERTIME PAY

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

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

HOLIDAY

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

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

4-CWA-Dist1

Carpenter

09/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2026

Piledriver \$ 62.59
+ 10.16*

Dockbuilder \$ 62.59
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 47.48

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$ 28.98	\$ 34.58	\$ 42.96	\$ 51.35
+ 5.66*	+ 5.66*	+ 5.66*	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: \$ 34.03

8-1556 Db

Carpenter

09/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2026

Carpet/Resilient
Floor Coverer \$ 60.05
+ 8.39*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 42.24

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 26.54	\$ 29.60	\$ 34.05	\$ 42.40
+ 2.00*	+ 2.54*	+ 3.00*	+ 3.94*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.91	\$ 18.13	\$ 21.67	\$ 22.98

8-2287

Carpenter

09/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2026

Marine Construction:

Marine Diver \$ 77.46
+ 10.16*

Marine Tender \$ 57.00
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 47.48

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 28.98 + 5.66*
2nd year	34.58 + 5.66*
3rd year	42.96 + 5.66*
4th year	51.35 + 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits

Per Hour:

All terms \$ 34.03

8-1456MC

Carpenter

09/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2026

Building
Millwright \$ 62.03
+ 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 46.66

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5,6,8,11,13,15,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 33.04	\$ 38.89	\$ 44.74	\$ 56.44
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 31.81	\$ 34.34	\$ 37.52	\$ 41.94

8-740.1

Carpenter

09/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2026

Timberman \$ 57.59
+ 10.42*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 46.79

OVERTIME PAY

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

HOLIDAY

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

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$ 26.96	\$ 32.07	\$ 39.72	\$ 47.38
+ 5.71*	+ 5.71*	+ 5.71*	+ 5.71*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All terms \$ 33.78

8-1556 Tm

Carpenter

09/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour: 07/01/2026 10/18/2026

Core Drilling:

Driller \$ 48.78 Additional
+ 3.85* + \$2.63

Driller Helper

\$ 38.15
+ 3.85*

Note: Hazardous Waste Pay Differential:

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

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

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

Note: Additional \$3.00 per hour to be paid when required to work on water

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 32.37

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

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

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

8-1536-CoreDriller

Carpenter

09/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: The portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2026

Show Exhibit \$ 57.75
+ 10.00**

Bldg. Carpenter*

\$ 60.05
+ 8.39**

* Not applicable in Putnam County

**This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit	\$ 46.94
Bldg. Carpenter	42.24

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$ 23.10	\$ 28.88	\$ 37.54	\$ 46.20
+ 5.00*	+ 5.00*	+ 5.00*	+ 5.00*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 32.50

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 17.86	\$ 18.91	\$ 22.01	\$ 23.01

8-EXHIB

Carpenter - Building / Heavy&Highway

09/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Suffolk

PARTIAL COUNTIES

Nassau: Entire County EXCEPT for the portion of Nassau County that lies both west of Seaford Creek AND south of the Southern State Parkway.

WAGES

Per Hour: 07/01/2026

Carpenter (Building) \$ 55.06

Carpenter
(Heavy & Highway) \$ 55.06

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 35.43

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the following

Per Hour:

1st	2nd	3rd	4th
\$ 26.98	\$ 31.71	\$ 36.44	\$ 41.16

Supplemental Benefits

Per Hour:

All Apprentice

Terms: \$ 18.88

4-Reg.Council Nass/Suff

Carpenter - Heavy&Highway

09/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES

Per hour:

07/01/2026

Heavy & Highway

Carpenter \$ 62.59
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway

Carpenter \$ 47.48

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

For 1st & 2nd year Apprentices

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

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 28.98	\$ 34.58	\$ 42.96	\$ 51.35
	+ 5.66*	+ 5.66*	+ 5.66*	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits:

Per Hour:

All terms
\$ 34.03

8-NYC H/H

Electrician

09/01/2026

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2026

Electrical Maintenance \$ 51.29

Traffic Signal
Maintenance \$ 52.25

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not to be used for extensions or additions to the system.

SUPPLEMENTAL BENEFITS

Per Hour:

Electrical Maintenance: 14% of STRAIGHT-TIME Hourly
Wage Paid + \$26.46

Traffic Signal:
Maintenance 14% of STRAIGHT-TIME Hourly
Wage Paid + \$26.65

OVERTIME PAY

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

OVERTIME Supplemental Benefits Per Hour:

6% of the 14% of the above supplemental benefit to be calculated at OVERTIME WAGE PAID. The remaining 8% to be calculated at STRAIGHT-TIME WAGE PAID.

HOLIDAY

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

REGISTERED APPRENTICES

Term(s) at the following Percentage of Journeyworkers Wage:

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

Supplemental Benefits:

1st 6mo	5% + \$5.86
2nd 6mo	10% + \$6.88
2nd year	11% + \$8.49
3rd year	12% + \$11.07
4th year	13% + \$15.51
5th year	14% + \$19.49

NOTE: Percentages are on "STRAIGHT-TIME HOURLY WAGE PAID"

OVERTIME Supplemental Benefits Per Hour:

Term 1:

3% of the above supplemental benefits to be calculated on OVERTIME WAGE PAID. The remaining % of supplemental benefit to be calculated on STRAIGHT-TIME WAGE PAID.

All other terms:

6% of the above supplemental benefits to be calculated on OVERTIME WAGE PAID. The remaining % of supplemental benefit to be calculated on STRAIGHT-TIME WAGE PAID.

4-25m

Electrician	09/01/2026
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2026 04/24/2027

Electrician/Wireman	\$ 66.75	\$ 69.25
Inside/Outside		

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes:	18% of Straight Time Hourly Wage Paid + \$ 37.05	18% of Straight Time Hourly Wage Paid + \$38.38
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OVERTIME PAY

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

OVERTIME Supplemental Benefits Per Hour:

*6% of the 18% of the above supplemental benefit to be calculated at OVERTIME WAGE PAID. The remaining 12% to be calculated at STRAIGHT TIME WAGE PAID.

HOLIDAY

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

REGISTERED APPRENTICES

6 Month Terms at the following Wages:

	07/01/2026	04/24/2027
1st & 2nd	\$ 26.70	\$ 27.70
3rd & 4th	28.70	29.78
5th & 6th	30.04	31.16
7th	33.38	34.63
8th	36.71	38.09
9th	43.39	45.01
10th	50.06	51.94

Supplemental Benefits Per Hour:

1st	5% + \$ 5.88	5% + \$ 6.08
2nd	10% + 7.26	10% + 7.51
3rd	11% + 8.58	11% + 8.89
4th	12% + 10.04	12% + 10.39
5th	12% + 10.06	12% + 10.43
6th	12% + 10.41	12% + 10.79
7th	15% + 13.07	15% + 13.52
8th	15% + 13.08	15% + 13.48
9th	16% + 20.55	16% + 17.87
10th	16% + 20.62	16% + 21.35

NOTE: Percentages are on "Straight-Time Hourly Wage Paid"

OVERTIME Supplemental Benefits Per Hour:

Term 1:

3% of the above supplemental benefits to be calculated on OVERTIME WAGE PAID. The remaining % of supplemental benefit to be calculated on STRAIGHT-TIME WAGE PAID.

All other terms:

6% of the above supplemental benefits to be calculated on OVERTIME WAGE PAID. The remaining % of supplemental benefit to be calculated on STRAIGHT-TIME WAGE PAID.

4-25

Electrician

09/01/2026

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

	07/01/2026	04/26/2027
Electrician		
Pump & Tank	\$ 50.15	\$ 51.65

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	18% of Straight Time	18% of Straight Time
Pump & Tank	Hourly Wage	Hourly Wage
	+ \$27.24	+ 28.61

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

OVERTIME Supplemental Benefits Per Hour:

6% of the 18% of the above supplemental benefit to be calculated at OVERTIME WAGE PAID. The remaining 12% to be calculated at STRAIGHT-TIME WAGE PAID.

HOLIDAY

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

4-25 Pump & Tank

Electrician	09/01/2026
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2026	08/01/2026
Telephone and Integrated Tele-Data System Electrician	\$ 42.93	\$ 44.43

This rate classification applies to ALL Voice, Data & Video work.

Excludes Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies.

To ensure proper use of this rate please call: Nassau District Office - (516)228-3915 or Suffolk District Office - (631)687-4882

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data	18% of Straight Time	18% of Straight Time
Electrician	Hourly Wage	Hourly Wage
	+ \$ 24.70	+ \$ 25.80

OVERTIME PAY

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

OVERTIME Supplemental Benefits Per Hour:

6% of the 18% of the above supplemental benefit to be calculated at OVERTIME WAGE PAID. The remaining 12% to be calculated at STRAIGHT TIME WAGE PAID.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25tela

Electrician Lineman	09/01/2026
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JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2026	12/28/2026
Tree Trimmer/Remover and Line Clearance Specialist	\$ 45.62	\$ 46.99
Groundman*	27.37	29.32

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

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

* NOTE: Utilization of Groundman Classification not to exceed 20% of the company(s) workforce on project. Please contact local district office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2026	12/28/2026
Tree Trimmer, Line Clearance Specialist, and Groundman	20% of Hourly Wage + \$14.42	20% of Hourly Wage + \$ 14.72

OVERTIME PAY

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

HOLIDAY

Paid:	See (5, 6, 8, 16, 23, 24, 25, 26, 29) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 23, 24, 25, 26, 29) on HOLIDAY PAGE

4-1049/Tree

Electrician Lineman

09/01/2026

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

07/01/2026

Utility Distribution & Transmission Line Construction:

Per Hour	
Lineman/Splicer	\$ 73.40
Material Man	63.86
Heavy Equip. Operator	58.72
Groundman	44.04
Flagman	33.03

07/01/2026

05/30/2027

Natural Gasline Construction:

Per Hour		
Journeyworker U.G.Mech	\$ 61.89	\$ 64.37

SUPPLEMENTAL BENEFITS

07/01/2026

Utility Distribution & Transmission Line Construction:

Per Hour	
Lineman/Splicer	33.25% of Hourly Wage Paid +
Material Man	
Heavy Equip. Operator	\$ 16.94
Groundman	
Flagman	

07/01/2026

05/30/2027

Natural Gasline Construction:

Per Hour		
Journeyworker U.G.Mech.	30.7% of Hourly Wage Paid + \$ 16.20	31.3% of Hourly Wage Paid + \$ 16.35

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for Natural Gas Mechanic.	

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFIT:

07/01/2026

All Terms

32.25% of Hourly
Wage Paid +
\$ 16.94

4-1049 Line/Gas

Elevator Constructor

09/01/2026

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

07/01/2026 03/17/2027

Elevator Constructor \$ 86.43 \$ 89.76

Modernization &
Service/Repair \$ 68.06 \$ 70.72

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 48.96 \$ 50.27

Modernization &
Service/Repairs \$ 47.73 \$ 49.00

OVERTIME PAY

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

Modern/Service See (B, E5, P) on OVERTIME PAGE.

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

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

* Note: 1st, 2nd, 3rd Terms are based on average of the Constructor, the Modernization and the Service/Repair wage.
Terms 4 thru 9 Based on the Journeyworker's wage of classification they are working in.

SUPPLEMENTAL BENEFITS:

07/01/2026 03/17/2027

Elevator Constructor		
1st Term	\$0.00	\$ 0.00
2nd & 3rd Term	37.66	38.42
4th & 5th Term	38.80	39.62
6th & 7th Term	40.60	41.50

8th & 9th Term	42.39	43.39
Modernization & Service/Repair		
1st Term	\$0.00	\$ 0.00
2nd & 3rd Term	37.63	38.39
4th & 5th Term	38.37	39.17
6th & 7th Term	40.09	40.98
8th & 9th Term	41.81	42.79

4-1

Glazier	09/01/2026
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JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2026	11/01/2026
Glazier	\$ 66.22	\$ 67.20
Scaffolding, including swing scaffold	71.22	72.20
*Mechanical Equipment	67.23	68.20
**Repair & Maintenance	32.82	33.47

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$202,000.

SUPPLEMENTAL BENEFITS

Per hour:

Glazier, Scaffolding and Mechanical Equipment	\$ 44.81	\$ 45.74
Repair & Maintenance	\$ 26.01	\$26.37

OVERTIME PAY

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

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

HOLIDAY

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

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

For 'Repair & Maintenance'

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2026	11/01/2026
1st term	\$ 23.68	\$ 24.06
2nd term	32.23	32.74
3rd term	42.89	43.55
4th term	52.47	53.23

Supplemental Benefits:

(Per hour)

1st term	\$ 20.18	\$ 20.56
2nd term	28.85	29.39
3rd term	34.77	35.45
4th term	38.18	38.95

8-1087 (DC9 NYC)

Insulator - Heat & Frost**09/01/2026**

JOB DESCRIPTION Insulator - Heat & Frost**DISTRICT** 4**ENTIRE COUNTIES**

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

WAGES

Per Hour: 07/01/2026 06/01/2027

Insulators	\$ 73.26	Additional
Heat & Frost		2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 38.51
Heat & Frost	

OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1 year terms at the following Wages Per Hour:

1st	2nd	3rd	4th
\$ 32.97	\$ 40.29	\$ 47.62	\$ 54.95

Supplemental Benefits:

1st	2nd	3rd	4th
\$17.33	\$21.18	\$25.03	\$28.88

4-12

Ironworker**09/01/2026**

JOB DESCRIPTION Ironworker**DISTRICT** 9**ENTIRE COUNTIES**

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

WAGES

Per Hour: 07/01/2026 01/01/2027

Stone Derrickmen Rigger	\$ 78.46	Additional
		\$ 1.84

Stone Handset		
Derrickman	\$ 76.51	\$ 1.64

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 49.02
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Stone Handset	\$ 48.01
Derrickman	

OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE

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

Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2026	\$ 38.98	\$ 55.17	\$ 61.37	\$ 67.56

Supplemental Benefits:

Per hour:

07/01/2026	\$ 24.77	\$ 37.34	\$ 37.34	\$ 37.34
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Stone Handset:

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

	1st	2nd	3rd	4th
07/01/2026	\$ 37.51	\$ 53.51	\$ 59.51	\$ 65.51

Supplemental Benefits:

Per hour:

07/01/2026	\$ 24.75	\$ 36.90	\$ 36.90	\$ 36.90
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9-197D/R

Ironworker

09/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2026	01/01/2027 Additional
Ornamental	\$ 48.65	\$ 1.05*
Chain Link Fence	48.65	
Guide Rail	48.65	

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 68.84
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms at the following wages per hour:

1st	2nd	3rd	4th
\$ 25.98	\$ 28.45	\$ 30.80	\$ 34.39

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 17.29	\$ 18.29	\$ 19.29	\$ 21.29

4-580-Or

Ironworker

09/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2026

01/01/2027

Ironworker:

Structural,
Bridges,
Machinery

\$ 59.45

Additional

1.38*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman

\$ 95.26

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

6 month terms at the following wages per hour:

	1st	2nd	3rd-6th
07/01/2026	\$ 30.87	\$ 31.47	\$ 32.08

Supplemental Benefits

PER HOUR PAID: \$ 69.08

4-40/361-Str

Ironworker

09/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2026

Reinforcing &

Metal Lathing:

\$ 58.85

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing &

Metal Lathing

\$ 46.42

OVERTIME PAY

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

Wages Per Hour:

At Time & One Half \$ 87.35

At Double Time 115.85

Supplemental Benefit Premiums for Overtime Hours worked:

At Time & One Half \$ 52.77

At Double Time 59.27

*Only \$24.00 per hour for non worked hours

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 11, 13, 20, 21, 22, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Wages Per Hour:

	1st	2nd	3rd	4th
Straight time	\$ 22.55	\$ 25.00	\$ 28.00	\$ 30.00
At Time & One Half	33.05	36.60	41.10	44.10
At Double Time	46.65	51.80	57.80	61.80

SUPPLEMENTAL BENEFITS Per Hour:

	1st	2nd	3rd	4th
	\$ 18.17	\$ 18.22	\$ 17.22	\$ 17.22

4-46Reinf

Laborer - Building	09/01/2026
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JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2026

Building Laborer	\$ 45.35
"Base Wage"	42.55*

*For OVERTIME/PREMIUM CALCULATIONS purposes only.

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer	\$ 32.36
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also (H) for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

*OVERTIME/PREMIUMS are calculated on Building Laborer "Base Rate" then adding: \$2.80 per hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Regular Hours Work Terms

Term #1	Term #2	Term #3	Term #4
0-1000 Hrs	1001-2000Hrs	2001-3000Hrs	3001-4000Hrs
\$ 19.09	\$ 24.35	\$ 30.03	\$ 35.15

Supplemental Benefits per hour worked:

Term #1	Term #2	Term #3	Term #4
\$ 25.25	\$ 26.63	\$ 27.06	\$ 27.27

4-66

Laborer - Building	09/01/2026
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JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2026	01/01/2026
		Additional
Asbestos, Lead and Hazardous Material Abatement Laborer	\$ 42.90	\$ 2.66*

NOTE: For Asbestos removal from Mechanical Systems that are NOT to be scrapped see ASBESTOS WORKER Classification
For Re-Roofing Asbestos Removal See ROOFER Classification

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos, Lead \$ 23.37
and Hazardous
Material Abatement
Laborer

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

Wages Per Hour:

Asbestos, Lead \$ 62.90
and Hazardous
Material Abatement
Laborer

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

REGISTERED APPRENTICES

1000 hour terms at the following wages per hour:

	1st	2nd	3rd	4th
07/01/2026	\$22.86	\$23.91	\$26.98	\$29.14

OVERTIME PAY:

	1st	2nd	3rd	4th
07/01/2026	\$33.26	\$34.83	\$39.44	\$42.68

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms \$ 16.94

4-NYDC(78)

Laborer - Heavy&Highway

09/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Rollerboy and Tampers.

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

WAGES PER HOUR:

	07/01/2026	06/01/2027
GROUP # 1		
Total Wage Paid	\$ 66.13	Additional
"Base Wage"	55.72*	\$ 2.98**
GROUP # 2		
Total Wage Paid	\$ 64.65	
"Base Wage"	54.25*	
GROUP # 3		
Total Wage Paid	\$ 60.18	
"Base Wage"	49.78*	

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

** To be allocated at a later date.

SHIFT WORK

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

- Hazardous Material Work add an additional 10% of posted base wage

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS \$ 37.87

OVERTIME: \$ 22.14**

** Only after Forty (40) paid hours in a work week.

OVERTIME PAY

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

NOTE: Premium/Overtime Pay to be calculated on "Base Wage" ONLY. Then adding the difference between "Total Wage Paid" and "Base Wage"

Example Group #3 \$49.79 X Time and One Half = \$74.69 + \$10.40 = \$85.09

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the Journey Worker "Base Wage".

Term 1	Term 2	Term 3	Term 4
0-1000Hrs.	1001-2000Hrs.	2001-3000Hrs.	3001-4000Hrs.
\$ 29.87	\$ 34.85	\$ 39.82	\$ 44.80

Supplemental Benefits per hour:

All APPRENTICES \$ 37.87

OVERTIME: \$ 22.14***

*** Only after Forty (40) paid hours in a work week.

4-1298

Mason - Building

09/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

	07/01/2026	01/01/2027
Wages per hour:		Additional

Mosaic & Terrazzo Mechanic	\$ 62.82	\$ 1.06
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Mosaic & Terrazzo Finisher	61.22	
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SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 31.91*
	+ \$11.63

Mosaic & Terrazzo Finisher	\$ 31.91*
	+ 11.61

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2026	\$25.90	\$33.30	\$40.85	\$42.00	\$50.56	\$57.05

Supplemental Benefits per hour:

07/01/2026	\$7.26* + 4.07	\$9.33* + 5.23	\$15.99* + 6.98	\$24.31* + 8.14	\$25.21* + 9.32	\$28.21* + 10.46
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

09/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2026	12/07/2026 Additional	06/07/2027 Additional
Tile Setters	\$ 66.35	\$ 1.28	\$ 1.41

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 30.56* +8.56
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*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2026 \$23.09	\$28.32	\$35.65	\$40.86	\$44.67	\$48.38	\$52.23	\$57.45	\$59.83	\$66.35

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2026 \$13.05* + \$.77	\$13.05* + \$.82	\$16.16* + \$.93	\$16.16* + \$.98	\$17.16* + \$1.45	\$18.66* + \$1.51	\$19.66* + \$1.94	\$19.66* + \$1.99	\$19.96* + \$4.59	\$30.56* + \$8.56

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

9-7/52

Mason - Building	09/01/2026
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2026	01/04/2027 Additional
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Building-Marble Restoration: Marble, Stone & Terrazzo Polisher	\$ 48.72	\$ 0.57
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SUPPLEMENTAL BENEFITS

Per Hour: Journeyworker Building-Marble Restoration: Marble, Stone & Polisher	\$ 32.78
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OVERTIME PAY

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

* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2026	\$ 34.10	\$ 38.97	\$ 43.84	\$ 48.72

Supplemental Benefits Per Hour:

07/01/2026	\$ 31.28	\$ 31.78	\$ 32.29	\$ 32.78
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9-7/24-MP

Mason - Building	09/01/2026
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2026	01/04/2027 Additional
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Marble Cutters & Setters	\$ 65.61	\$ 0.75
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SUPPLEMENTAL BENEFITS

Per Hour: Journeyworker	\$ 41.38
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
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0- 3000 07/01/2026	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
\$28.35	\$42.51	\$46.05	\$49.59	\$53.14	\$55.76	\$65.61	\$65.61

Supplemental Benefits per hour:

1st 07/01/2026	2nd	3rd	4th	5th	6th	7th	8th
\$27.95	\$30.68	\$31.37	\$32.05	\$32.73	\$39.34	\$41.38	\$41.38

9-7/4

Mason - Building	09/01/2026
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2026	12/07/2026 Additional	06/07/2027 Additional
Tile Finisher	\$ 50.93	\$ 1.05*	\$ 1.15*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 27.16*
	+ \$8.37

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

OVERTIME PAY

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

*Double time rate after 10 hours on Saturdays

HOLIDAY

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

9-7/88-tf

Mason - Building	09/01/2026
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2026	01/04/2027 Additional
Marble, Stone, Maintenance Finishers:	\$ 28.56	\$ 0.41

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

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

SUPPLEMENTAL BENEFITS

Per Hour:	
Marble, Stone Maintenance Finishers:	\$ 16.54

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2026

0-750	\$ 23.78
751-1500	24.43
1501-2250	25.07
2251-3000	25.70
3001-3750	26.65
3751-4500	27.93
4501+	28.56

Supplemental Benefits:
Per hour:

0-750	\$ 12.61
751-1500	13.12
1501-2250	13.65
2251-3000	14.18
3001-3750	14.97
3751-4500	16.01
4501+	16.54

9-7/24M-MF

Mason - Building / Heavy&Highway

09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2026	01/04/2027
		Additional
Marble-Finisher	\$ 51.04	\$ 0.53

SUPPLEMENTAL BENEFITS

Journeyworker:
Per hour

Marble- Finisher	\$ 38.46
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OVERTIME PAY

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

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

HOLIDAY

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

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

9-7/20-MF

Mason - Building / Heavy&Highway

09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2026
Brick/Block Layer	\$ 69.84
Base Wage*	58.49

* For Premium/Overtime calculations purposes only.

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 37.95

OVERTIME PAY

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

* Base rate is utilized for Calculating Overtime Premiums then adding \$ 11.35/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

650 Hr Terms at the following Percentage of Brick/Block Layer "Base Wage" then adding \$ 6.10 per hour:

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

Supplemental Benefits per hour:

All Apprentices \$ 26.45

4-1Brk

Mason - Building / Heavy&Highway

09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2026

Cement Mason \$ 59.87

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	\$ 34.81
1.5x OVERTIME	\$ 63.30
2X OVERTIME	\$ 69.62

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st	2nd	3rd
\$ 23.77	\$ 28.74	\$ 34.27

Supplement Benefits per hour paid:

	1st	2nd	3rd
Straight Time	\$ 14.86	\$ 15.16	\$ 15.27
1.5x OVERTIME	14.89	15.34	15.50
2X OVERTIME	14.91	15.51	15.73

4-780

Mason - Building / Heavy&Highway

09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

07/01/2026

05/01/2026

Stone Setter	\$ 74.57	Additional
Base Wage	58.36*	\$ 3.25**

* For Premium/Overtime calculations purposes only.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	\$ 44.75
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OVERTIME PAY

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

Base rate is utilized for Calculating Overtime Premiums then adding 16.21/Hr.

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

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

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

800 Hour terms at the following base wages per hour then adding \$ 7.42/Hr.

1st	2nd	3rd	4th	5th
\$ 29.18	\$ 35.02	\$ 40.85	\$ 46.69	\$ 52.52

Apprentice Supplemental Benefits:

All Terms: \$ 27.29

4-1Stn

Mason - Building / Heavy&Highway

09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2026

Pointer, Cleaners & Caulkers	\$ 66.84
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SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers	\$ 34.25
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OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
\$ 34.96	\$ 39.69	\$ 46.12	\$ 55.30

Supplemental Benefits per hour paid:

1st	2nd	3rd	4th
\$ 16.70	\$ 20.80	\$ 24.55	\$ 25.55

4-1PCC

Operating Engineer - Building

09/01/2026

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS "AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles), All Cranes/Cherry-pickers, Derrick, Dragline, Dredge, Tower Crane, Pile Driver, Vertical Drill Rig

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10YDS or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (Stone setting/Structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Side boom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (Self Propelled), Stripping Machine (Long line/Truck mounted), Tree Grapple, Zamboni.

CLASS "B":

Backhoe (other than 360), Belt Screte, Bulldozer, Boom Truck, Boring Machine/Auger, Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels), Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (Machine Drawn), Mulch Machine (Machine Fed), Post Hole/Auger, Power Winch (Other than Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

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

CLASS "D":

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

CLASS "E":

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

07/01/2026

06/01/2027

Class "AA" \$ 98.97
Cranes: Boom length over 100 feet add \$ 1.00 per hour
Boom length over 150 feet add \$ 1.50 per hour
Boom length over 250 feet add \$ 2.50 per hour
Boom length over 350 feet add \$ 3.00 per hour

Additional 3%
per hour to
be allocated
(All Classes)

Class "A" \$ 82.82
Add \$3.50 for Hazardous Waste Work

Class "B" \$ 78.72
Add \$2.50 for Hazardous Waste Work

Class "C" \$ 75.98
Add \$1.50 for Hazardous Waste Work

Class "D" \$ 58.27
Add \$1.00 for Hazardous Waste Work

Class "E" \$ 55.88

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes \$ 43.40
Overtime Rate \$ 38.60

OVERTIME PAY

See (D, O) 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

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st	2nd	3rd
\$ 30.80	\$ 31.86	\$ 32.92

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	\$ 5.60

4-138

Operating Engineer - Building / Heavy&Highway

09/01/2026

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2026 08/01/2026

Well Driller \$ 44.37 \$ 45.63

Well Driller
Assistant 38.44 39.53

Hazardous Waste Differential

Added to Hourly Wage:

Level A	\$ 3.00
Level B	\$ 2.00
Level C	\$ 1.00

Monitoring Well Work

Add to Hourly Wage:

Level A	\$ 3.00
Level B	\$ 2.00

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller 10% of Total Wage at Straight time Wage Rate
& Assistant plus \$ 13.50*

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

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

	1st	2nd	3rd
07/01/2026	\$ 29.40	\$ 30.43	\$ 31.46
08/01/2026	\$ 30.80	\$ 31.86	\$ 32.92

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 10% of Total Wage at Straight time Wage Rate
plus \$ 13.50*

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

4-138well

Operating Engineer - Heavy&Highway

09/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles), All Cranes/Cherry pickers, Derrick, Dragline, Dredge, Tower Crane, Pile Driver, Vertical Drill Rig

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10YDS or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (Stone setting/Structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Side boom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (Self Propelled), Striping Machine (Long line/Truck mounted), Tree Grapple, Zamboni.

CLASS "B":

Backhoe (other than 360), Belt Screte, Bulldozer, Boom Truck, Boring Machine/Auger, Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels), Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (Machine Drawn), Mulch Machine (Machine Fed), Post Hole/Auger, Power Winch (Other than Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

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

CLASS "D":

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

CLASS "E":

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

07/01/2026

06/01/2027

Class "AA" \$ 98.10
Cranes: Boom Length over 100 feet add \$ 1.00 per hour
Boom Length over 150 feet add \$ 1.50 per hour
Boom Length over 250 feet add \$ 2.00 per hour
Boom Length over 350 feet add \$ 3.00 per hour

Additional 3%
Per hour to
be Allocated
(All Classes)

Class "A" \$ 87.21
Add \$3.50 for Hazardous Waste Work.

Class "B" \$ 81.69
Add \$2.50 for Hazardous Waste Work.

Class "C" \$ 78.90
Add \$1.50 for Hazardous Waste Work

Class "D" \$ 60.73
Add \$1.00 for Hazardous Waste Work

Class "E" \$ 58.29

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$ 43.65

Note: OVERTIME AMOUNT \$ 38.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st	2nd	3rd
\$ 30.80	\$31.86	\$32.92

SUPPLEMENTAL BENEFITS:

All Apprentices \$ 15.64

Overtime Rate \$ 5.60

4-138

Operating Engineer - Heavy&Highway

09/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2026

Heavy Highway/Building

Party Chief \$ 77.06

Instrument Man 56.79

Rodman 47.50

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 48.10

At Time and One Half 52.45

At Double Time 64.49

OVERTIME PAY

See (B, B2, *E, E5, Q, V) on OVERTIME PAGE

* Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging

09/01/2026

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

These wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2026	10/01/2026
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	\$ 48.48	\$ 49.94
CLASS A2 Crane Operator (360 swing)	43.20	44.50
CLASS B Dozer, Front Loader Operator (On Land)	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing), Spider/Spill Barge Operator I/II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	41.93	43.18
CLASS B2 Certified Welder	39.46	40.65
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	38.38	39.53
CLASS C2 Boat Operator	37.15	38.26
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	30.86	31.79

SUPPLEMENTAL BENEFITS

Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes:	7% of Hourly Straight time wage + \$12.00.	7.5% of Hourly Straight time wage + \$12.00.
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- Additional \$0.63 per hour for Overtime hours

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

09/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour: 07/01/2026
Survey Classifications

Party Chief \$ 51.16
Instrument Man 42.44
Rodman 36.92

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 24.53

OVERTIME PAY

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

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab

09/01/2026

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located within
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2026
(SEE)

Robotic Unit Operator Operator(class D)

Technician/Boiler, Generator Operator(class D)

AM Liner/Hydra Seal Laborer(Grp#3)

Hobas Pipe, Polyethylene Pipe or
Pull and Inflate Liner Laborer(Grp#3)

OVERTIME PAY

-

HOLIDAY

-

4-138TrchPReh

Painter

09/01/2026

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2026 05/01/2027
Additional

Brush \$ 55.76 \$2.77*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 55.76

Spray & Scaffold	\$ 58.76
Fire Escape	58.76
Decorator	58.76
Paperhanger/Wall Coverer	57.27

*To be allocated at a later date.

SHIFT WORK

Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 39.86
All others	36.72
Paperhanger Premium	45.26
Premium	41.23**

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

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

Per hour: 07/01/2026

Appr 1st term...	\$ 21.18
Appr 2nd term...	27.40
Appr 3rd term...	33.30
Appr 4th term...	44.67

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 18.06
Appr 2nd term...	22.14
Appr 3rd term...	25.59
Appr 4th term...	32.55

8-NYDC9-B/S

Painter

09/01/2026

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2026	05/01/2027
		Additional
Drywall Taper:	\$ 55.76	\$ 2.77*
Scaffold:	\$ 58.76	

* To be allocated a later date.

SHIFT WORK

Agency/Government mandated off-shift work to be paid at time and one-half hourly wage

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 36.72

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	\$ 21.18
2nd term	27.40
3rd term	33.30
4th term	44.67

Supplemental Benefits - Per hour:

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

1st year	\$ 18.06
2nd year	22.14
3rd year	25.59
4th year	32.55

8-NYDCT9-DWT

Painter

09/01/2026

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2026	01/01/2027
		Additional
Drywall Taper	\$ 60.12	\$0.50*

*To be allocated at a later date.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work an irregular or off-shift, all employees who work any shifts between 3pm-11pm or 11pm-7am will be paid wage rate as followed:

\$ 67.64

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 27.61

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1st term	\$ 23.83
2nd term	30.50
3rd term	36.42
4th term	48.27

Supplemental Benefits per hour:

1st term	\$ 15.73
2nd term	21.67
3rd term	22.86
4th term	25.23

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

09/01/2026

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2026	10/01/2026
	\$ 57.00*	Additional
	+ 12.90**	+ 3.64***

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

*** To be allocated a later date

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

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate.

When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 13.49
	+ 31.67*

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.	07/01/2026
1st year	\$ 22.80*
	+ 5.64**
2nd year	\$ 34.20*
	+ 7.74**
3rd year	\$ 45.60*
	+ 10.31**

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

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

Supplemental Benefits - Per hour:

1st year	\$ 13.74
2nd year	\$ 8.09* + 18.99
3rd year	\$ 10.79* + 25.34

*Portion not applicable to May 1st to November 15th and Nov 16th to April 30th period mentioned above.

8-DC-9/806/155-BrSS

Painter - Line Striping

09/01/2026

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2026	04/01/2027
Striping-Machine Operator*	\$ 36.93	\$ 38.45
Linerman Thermoplastic	44.44	46.22

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.

SHIFT WORK

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$ 24.95	\$ 25.60
Linerman Thermoplastic:	24.95	25.60

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

	07/01/2026
1st Term:	\$ 21.18
2nd Term:	27.40
3rd Term:	33.30

Supplemental Benefits per hour:

1st term:	\$ 18.06
2nd term:	22.14
3rd term:	25.59

8-1456-LS

Painter - Metal Polisher**09/01/2026**

JOB DESCRIPTION Painter - Metal Polisher**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

07/01/2026

Metal Polisher	\$ 41.33
Metal Polisher*	42.43
Metal Polisher**	45.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

All classifications \$ 13.99

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2026

1st year	\$ 20.67
2nd year	22.73
3rd year	24.80
1st year*	\$ 21.06
2nd year*	23.17
3rd year*	25.34
1st year**	\$ 23.17
2nd year**	25.23
3rd year**	27.30

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 9.19
2nd year	9.19
3rd year	9.19

8-8A/28A-MP

Plasterer**09/01/2026**

JOB DESCRIPTION Plasterer**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

Per hour:

07/01/2026

08/01/2026

Building:

Plasterer/Traditional &	\$ 49.18	\$ 49.88
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Spraying Fireproofing	+ \$6.00*	+ \$6.00*
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*This portion is not subjected to OT premiums.

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 26.73	\$ 27.53

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:	07/01/2026	08/01/2026
(Per hour)		
800 hours term:		

1st term	\$ 19.50 + 1.00*	\$ 19.69 + 1.00*
2nd term	\$ 22.94 + 1.00*	\$ 23.16 + 1.00*
3rd term	\$ 26.43 + 1.00*	\$ 26.68 + 1.00*

*This portion is not subjected to OT premiums.

Supplemental Benefits:

(Per hour):

(800) hours term:

1st term	\$ 11.95	\$ 12.15
2nd term	12.44	12.67
3rd term	13.08	13.35

9-262

Plumber	09/01/2026
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2026	05/01/2027
Plumber:		
PUMP & TANK	\$ 48.74	\$ 49.74

SUPPLEMENTAL BENEFITS

Per Hour:	
Plumber:	
PUMP & TANK	\$ 42.74 \$ 44.24

OVERTIME PAY

See (B, B2, E2, Q, *V) on OVERTIME PAGE

*For Sundays & Holidays if Worked Only

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following wages :

1st Term	\$ 17.38	\$ 17.68
2nd Term	\$ 21.00	\$ 21.40
3rd Term	\$ 25.63	\$ 26.13
4th Term	\$ 30.24	\$ 30.84
5th Term	\$ 34.87	\$ 35.57

Supplemental Benefits Per Hour:

1st Term	\$ 29.98	\$ 31.48
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2nd Term	\$ 30.72	\$ 32.22
3rd Term	\$ 31.64	\$ 33.14
4th Term	\$ 32.11	\$ 33.61
5th Term	\$ 35.49	\$ 36.99

4-200 Pump & Tank

Plumber	09/01/2026
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2026 05/01/2027

Plumber	\$ 63.98	\$ 66.48
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 53.70	\$ 54.70
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OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following wages per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	\$ 19.21	\$ 25.59	\$ 32.03	\$ 38.39	\$ 44.81
05/01/2027	\$ 19.96	\$ 26.59	\$ 33.28	\$ 39.89	\$ 46.56

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	\$ 39.02	\$ 41.51	\$ 43.03	\$ 44.68	\$ 46.41
05/01/2027	\$ 40.02	\$ 42.51	\$ 44.03	\$ 45.68	\$ 47.41

4-200

Plumber	09/01/2026
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2026

Plumber	
MAINTENANCE ONLY	\$ 37.05

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

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	
MAINTENANCE ONLY	\$ 24.44

OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-200 Maintance

Roofer	09/01/2026
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JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour

07/01/2026

05/01/2027

Roofer/Waterproofer:

\$ 60.25

Additional
\$ 2.50**

"Base Wage":

\$ 52.25*

* For Premium/Overtime calculations purposes only.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofer

\$ 41.36

OVERTIME PAY

Per Hour:

NEW ROOF SEE (B, E, Q)

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

NOTE: Premium/Overtime pay to be calculated on "Base Wage" rate above then adding \$ 8.00 per hour.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 13, *16, **25) on HOLIDAY PAGE

* and ** Calculated at Time and one Half the Base Wage + \$ 8.00 per hour if worked.

REGISTERED APPRENTICES

(1) Year terms at the following wages below:

	1st	2nd	3rd	4th
07/01/2026	\$ 20.90	\$ 26.13	\$ 36.58	\$ 41.80
				+ \$ 6.40/Hr.

NOTE ON OVERTIME PAY:

Term 4: Premium/Overtime to be calculated on \$ 41.80 per hour then add \$6.40 per hour.

Supplemental Benefits per hour:

	1st	2nd	3rd	4th
07/01/2026	\$ 11.43	\$ 14.14	\$ 29.23	\$ 33.27

4-154

Sheetmetal Worker

09/01/2026

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2026

08/01/2026

Sign Erector

\$ 62.00

\$ 64.00

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

SUPPLEMENTAL BENEFITS

Per Hour:

Sign Erector

\$ 59.58

\$ 60.62

OVERTIME PAY

See (B, F, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

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

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

SUPPLEMENTAL BENEFITS Per Hour:

07/01/2026

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 19.04	\$ 21.62	\$ 24.21	\$ 26.79	\$36.17	\$ 39.36	\$ 43.50	\$ 46.77	\$ 50.05	\$ 53.32

08/01/2026

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 19.45	\$ 22.09	\$ 24.72	\$ 27.36	\$36.81	\$ 40.07	\$ 44.29	\$ 47.62	\$ 50.95	\$ 54.29

4-137-SE

Sheetmetal Worker

09/01/2026

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2026	11/01/2026	05/01/2027
Sheetmetal Worker	\$ 64.82	Additional 1.50*	Additional 1.50*
Maintenance of Fans	\$ 53.40		
Temporary Operation			

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications:	\$ 55.52
At time and one Half:	\$ 81.58
At Double Time:	\$ 107.64

OVERTIME PAY

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

* Double the hourly rate on Saturday after 10 Hours

Maintenance of Fans
Temporary Operation: B,E, & Q

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Six(6) Month Terms As Follows:

Wages per hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
\$ 22.57	\$ 29.07	\$ 35.57	\$ 45.37	\$ 51.83

Supplemental Benefits Per Hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
\$ 20.47	\$ 27.77	\$ 32.83	\$ 43.37	\$ 45.44

At time and one Half:	\$ 30.06	\$ 40.82	\$ 48.25	\$ 59.33	\$ 66.77
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At Double Time:				
	\$ 39.64	\$ 53.86	\$ 63.66	\$ 78.28
				\$ 88.10

4-28

Steamfitter	09/01/2026
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JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2026 01/01/2027
Additional

AC Service/Heat Service \$ 48.35 1.00*
& Refrigeration Technician

- Includes the installation, service, maintenance, repair and replacement, of refrigeration, air cooling and heating, air conditioning, Oil Burner and Stoker.

- Air Cooling / Heating Equipment installation is not to exceed fifteen (15) tons, or equal to 6,000 CFM or 180,000 BTU combined on any one project.

- Refrigeration Equipment installation is not to exceed five (5) Horsepower combined on any one project.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 21.40
& Refrigeration Technician + 3.06*

* Portion of benefit not applicable to overtime hours and paid holidays.

OVERTIME PAY

See (B, E, *K) on OVERTIME PAGE

* See Holidays

HOLIDAY

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

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

Note:

- Additional 15% premium on STRAIGHT-TIME wages if worked (11, 15, 25, 26)

- Time and one half of the hourly rate if worked (5, 6)

REGISTERED APPRENTICES

1 year terms at the following wages per hour:

1st	2nd	3rd	4th
\$23.39	\$28.25	\$32.91	\$39.75

Supplemental Benefits for hours worked:

1st	2nd	3rd	4th
\$12.84	\$14.50	\$16.22	\$18.52
+ 3.06*	+ 3.06*	+ 3.06*	+ 3.06*

* Portion of benefit not applicable to overtime hours and paid holidays.

4-638B-StmFtrRef

Steamfitter	09/01/2026
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JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

	07/01/2026	10/01/2026 Additional
Sprinkler/Steam AC & Heat Fitter	\$ 70.36	\$ 1.50*
Temporary Heat & AC Fitter	\$ 53.49	

* To be allocated at a later date.

SHIFT WORK

Add 15% to Hourly Wage and Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 56.49
Temporary Heat & AC Fitter	\$ 46.14

OVERTIME PAY

The posted hourly PREMIUM TIME rates are applicable as follows:

- After 7 hours worked per day for Sprinkler/Steamfitter AC & Heat Fitter
- After 8 hours worked per day for Temporary Heat/AC Fitter
- Hours worked on Saturdays, Sundays and Holidays

Per Hour:

PREMIUM TIME Wages:

Sprinkler/Steam	\$ 140.66
Temp Heat/AC	\$ 106.92

PREMIUM TIME Supplemental Benefits per hour:

Sprinkler/Steam	\$ 112.14
Temp Heat/AC	\$ 91.44

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms at the following wages Per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	\$ 28.18	\$ 35.21	\$ 42.24	\$ 49.27	\$ 56.30

PREMIUM TIME Wages per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	\$ 56.30	\$ 70.36	\$ 84.42	\$ 98.48	\$ 112.54

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	\$ 23.10	\$ 28.67	\$ 34.23	\$ 39.80	\$ 45.36

PREMIUM TIME Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	\$ 45.36	\$ 56.50	\$ 67.62	\$ 78.76	\$ 89.88

4-638A-StmSpFtr

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2026

Truck Driver

Heavy Construction

\$ 46.65

Asphalt Delivery

Heavy Construction Work:

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

Truck Driver

Light Construction

\$ 47.08

Asphalt Delivery

Light Construction Work:

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per Hour:

Truck Driver

Heavy Construction

\$ 57.70

Asphalt Delivery

Truck Driver

Light Construction

\$ 13.57

Asphalt Delivery

OVERTIME PAY

Heavy Construction Driver see (B, E, P, T, U) on OVERTIME PAGE

Light Construction Driver see (B2, I, T, U) on OVERTIME PAGE

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

HOLIDAY

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

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

(5, 6) Paid at 4X the hourly Straight-Time Rate if worked

(16,25) Paid at 2x the hourly Straight-Time rate if worked.

4-282 NSAD

Teamster - Building

09/01/2026

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris, Asbestos Removal & Toxic Waste)

07/01/2026

Straight Jobs

\$ 41.04

Trailers

\$ 41.34

SHIFT WORK

PREMIUM PAY of 17.3% on straight time hours for GOVERNMENTAL MANDATED off shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes: \$ 45.88

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25, 26) on HOLIDAY PAGE

4-282 BNS

Teamster - Delivery of Concrete

09/01/2026

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2026

Heavy Construction

Truck Driver

\$ 45.00

Concrete Delivery

Heavy Construction Work:

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

Light Construction

Truck Driver

\$ 41.01

Concrete Delivery

Light Construction Work:

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

SUPPLEMENTAL BENEFITS

Per Hour:

Truck Driver

Heavy Construction Work

Concrete Delivery

\$ 53.77

Truck Driver

Light Construction Work

Concrete Delivery

\$ 21.34

OVERTIME PAY

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

Light Construction: See (B2, I, R, U) on OVERTIME PAGE

HOLIDAY

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

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

(5, 6) Paid at 4X the hourly Straight-Time Rate if worked

(16,25) Paid at 2x the hourly Straight-Time rate if worked.

4-282nscd

Teamster - Heavy&Highway

09/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2026

Heavy Construction
Site Excavating
(Chauffeurs)

\$ 46.65

Heavy Construction Work:

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

Light Construction

Site Excavating
(Chauffeurs)

\$ 47.08

Light Construction Work:

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

SHIFT WORK

PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work
Chauffeurs

\$ 57.70

Light Construction Work
Chauffeurs

\$ 13.57

OVERTIME PAY

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

Light Construction: See (B2, I, R, U) on OVERTIME PAGE

HOLIDAY

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

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

(5, 6) Paid at 4X the hourly Straight time Rate if worked

(16,25) Paid at 2X the hourly Straight time Rate if worked.

4-282NSHH

Welder

09/01/2026

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

07/01/2026

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy
Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only

- ☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners,
Elevator Operators
☐ Moving furniture and
equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 09/11/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030

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DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028

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DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPRISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030

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DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029

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DOL	DOL	****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028