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# PROJECT MANUAL

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## VILLAGE OF MILLERTON SIDEWALK REPLACEMENT PROJECT

VILLAGE OF MILLERTON, DUTCHESS COUNTY, NY

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**CPL PROJECT NO.: R22.14847.01**

**CONTRACT NO.: 23-001**

**DOCUMENT DATE: DECEMBER 2023**

**CIVIL ENGINEER**

**CPL**  
26 IBM ROAD  
POUGHKEEPSIE, NY 12601  
(845) 454.3411 - PH  
(845) 473.1962 - FAX

**OWNER**

**VILLAGE OF MILLERTON**  
5933 N. ELM AVENUE  
MILLERTON, NY 12546  
(518) 789-4489 - PH





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**VILLAGE OF MILLERTON  
Sidewalk Replacement Project  
Village of Millerton, Dutchess County, NY**

**CPL PROJECT NO.: R22.14847.01**

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**Document Date: December 2023**

**DIVISION 100**

**INSTRUCTIONS TO BIDDERS**



## **ARTICLE A: GENERAL PROVISIONS**

### **A.1 Location and Description of Project**

The work proposed under this contract is situated in the Village of Millerton, Dutchess County, New York. The work is located along Main Street (US Route 44). This contract consists of sidewalk and curb replacement.

The time for completion shall be **60** calendar days for the concrete sidewalk, concrete curbing, all associated improvements and complete restoration from the date of the **April 1<sup>st</sup>, 2024**.

### **A.2 Definitions**

- (a) "Bid Documents" shall mean the Bidding Requirements and the Contract Documents, listed below, both as a whole and severally. Except for titles, sub-titles, headings, running headlines, table of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this proposal:

#### **Bidding Requirements**

- 1) Notice to Bidders
- 2) Instructions to Bidders
- 3) Bid Form
- 4) Sample Contract
- 5) Certification of Non-Collusion by Bidders
- 6) Bid Bond
- 7) Contractor's Statement of Qualifications

#### **Contract Documents**

- 1) Contract Agreement
- 2) Performance Bond and Labor and Material Payment Bond
- 3) General Conditions for Contract
- 4) Special Conditions for Contract
- 5) Technical Specifications
- 6) Drawings
- 7) All Addenda
- 8) All provisions required by law to be inserted in the Contract whether actually inserted or not.
- 9) Change Orders

- (b) "Bid" - a complete and properly signed proposal to do the work for the sums named therein, submitted in complete accordance with the bid requirements.
- (c) "Bidder" - the individual, firm or corporation who submits a bid.

- (d) "Proposal" shall mean the bound volume of bidding requirements and the plans, specifications and addenda and all the contract documents offered by the Owner for acceptance by bidders and which will become the contract upon acceptance by the Owner of a bid.
- (e) Other definitions listed in the General Conditions.

### **A.3 Estimates of Bid Quantities.**

Bidders are warned that the estimate of the quantities of the various items of work and materials as set forth herein are an approximate only and are given solely to be used as a uniform basis for the comparison of bids.

Bidders shall examine the drawings and specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done, and, for the bid prices, shall assume all risk of variance by whosoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the contract documents.

### **A.4 Site Conditions**

The Owner does not guarantee that all pipes, ducts, utilities, and other underground structures are shown on the plans. The information given is intended only as a guide to the bidder.

By submission of a bid, the bidder agrees and represents that he/she has visited the site prior to the time of submitting the bid and has inspected and given consideration to the conditions under which the work is to be performed. In addition, the bidder shall carefully examine the site of the proposed work and all premises adjacent thereto. The bidder shall satisfy and fully inform himself/herself from his/her own investigation or research as to:

- \* the nature and location of the work,
- \* the general and local conditions,
- \* the various means of approach to the sites,
- \* the sites and facilities for delivering, unloading, storage, and handling of materials and equipment,
- \* the character, quality, and quantity of existing materials,
- \* the kind and extent of equipment, labor, materials, and facilities needed,
- \* all difficulties likely to be encountered,

and all other items, which may in any way affect the work or its performance in accordance with the contract requirements.

In addition to making the careful examination referred to above, the bidder, at his/her own expense and only after having received written approval from the Engineer, may make borings, test pits or such other methods as he/she may prefer to satisfy himself/herself as to the character, location and amounts of water, mud, clay, sand, gravel, quicksand, boulders, conglomerate, rock and other material which may be encountered in the locations where the proposed work is to be performed.

#### **A.5 Governing Laws and Regulations**

The bidder shall comply with the contract requirements for labor laws, labor safety, labor rates, labor standards, and non-discrimination.

A copy of the prevailing wage determinations is included with this proposal.

The Village of Millerton is an exempt organization under the Tax Laws and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State for all materials which are to be incorporated into the construction, pursuant to the provisions of the contract. These are not to be included in the bid. However, this is not to be construed by bidders as relieving them from any obligation to pay a sales tax on applicable items pursuant to terms of the present Sales Tax Law.

#### **A.6 Addenda and Interpretations**

Any discrepancies or omissions found in the drawings or specifications shall be brought to the attention of the Engineer, CPL. No interpretation of the meaning of the drawings, specifications, or other contract documents will be made to any bidder orally. Prospective bidders must request in writing such interpretation from the Engineer and such interpretation will be given in writing. To be given consideration, such request must be received at least seven (7) working days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by registered mail, with return receipt requested, to all prospective bidders (at the respective addresses furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of the bids. All addenda so issued shall become part of the contract documents.

## **ARTICLE B: BIDDING PROCEDURE**

### **B.1 Form of Bid**

Bid Form may remain attached to and bound in this Bidding Requirements manual or separately submitted as a complete Division 200 Bid Form.

A bid must be submitted only on the designated form, all blank spaces of which must be filled in, in ink, in both words and figures with the total sum for which the bid is made. In case of a discrepancy, the word description will govern.

The complete form shall be without erasures, interlineations, or alterations.

No oral, telegraphic or telephonic bid or bid modifications will be considered.

The signature(s) on the bid and all other contract documents must be in ink and in longhand.

An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature in the appropriate space. All other information required shall be typed or printed on the lines provided.

The Certification of Non-Collusion by Bidders, attached hereto, shall be considered to be a part of the bid and no bid will be considered unless it remains attached to the bid and bears the signature or initials of the bidder or his/her authorized agent. The bidder shall also be responsible at the time of bidding for completing any other certifications required by these bid documents.

Prior to submitting his/her bid, the bidder shall verify that he/she has received all addenda issued. The bidder shall acknowledge receipt of the addenda on the outside, sealing covering of the bid. Failure of the bidder to receive all addenda or interpretations shall not relieve the bidder from any obligation under the bid as submitted.

### **B.2 Bid Security**

As assurance that the bid is made in good faith, the bid must be accompanied by:

- (a) A certified check drawn on a solvent bank or trust company with its principal place of business in New York State, in an amount equal to five percent (5%) of the amount bid and made payable to the Village of Millerton; or,
- (b) A bond issued by a surety authorized to do business in New York State, and approved by the Owner's attorney, in an amount equal to five percent (5%) of the amount bid, on the form attached hereto.

Said check or bid bond shall be given as a guarantee that the bidder will enter into a contract with the Owner within ten (10) days after notification by registered mail of the acceptance of

his/her bid. Such bid security of the three (3) lowest bidders may be held for forty-five (45) days as permitted by State law at the discretion of the Owner and then returned. Security of the other bidders will be returned within ten (10) days after the opening of the bids. In case of refusal, or of failure, of the selected bidder to enter into a contract within the stipulated time, that bidder shall be considered to have abandoned the contract and the check or bond will be declared forfeited to the Owner as liquidated damages. No plea of mistake in a bid (except excusable error) shall be available to the bidder for the recovery of his/her bid security or as a defense to any action based on neglect or refusal to execute a contract.

### **B.3 Submission of Bid**

Bids will be received by the Owner at the Office of the Village Clerk of the Village of Millerton, Village Hall, 5933 North Elm Avenue (NYS Route 22), Millerton, New York until the date and time stated in the Notice to Bidders, at which time and place they will be publicly opened and read aloud.

Any bid may be withdrawn prior to the scheduled time for the opening of bids and authorized postponement thereof.

Bid modification by amendment may be considered on condition that: (1) the amendment arrives before the time set for the bid opening, (2) the amendment is in writing and signed by the bidder, and (3) the bid, as amended, conforms in all respects with the bidding requirements.

Any bid received after the time set for opening will not be considered and will be returned unopened to the bidder.

The bid must be submitted in a sealed envelope, bearing on the outside the name of the bidder, his/her mailing address and street address, and the name and number of the contract for which the bid is being submitted. If forwarded by mail, preferably by registered mail, the sealed envelope(s) containing the bid and marked as directed above must be enclosed in another envelope addressed to the Village Clerk, Village of Millerton, Village Hall, 5933 North Elm Avenue (Route 22), Millerton, New York 12546. The Owner may consider as irregular any bid not prepared and submitted in accordance with the provisions hereof.

Bid shall remain in force for forty-five (45) days from the bid opening date, pursuant to the provision of General Municipal Law 105.

## **ARTICLE C: AWARD OF CONTRACT**

### **C.1 Award of Contract**

If awarded, the contract may be awarded to the lowest responsible bidder furnishing the required security as will best promote the public interest.

If alternates or options are described or requested by Owner in the contract documents, the Owner reserves the right to accept or reject any or all alternates or options. The lowest bid will be determined by the sum of the base bid and the accepted alternates or options.

The Owner reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Village will thereby be promoted. In the event that all bids are rejected, each bidder will be so notified.

### **C.2 Irregular Bids**

Any bid which fails to conform to the requirements of the contract documents may be rejected. Failure to complete all required certifications may cause the bid to be considered irregular and, therefore, not eligible for award.

The Owner may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor irregularity.

### **C.3 Determination of Contractor's Responsibility**

The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will best promote the public interest. In order to assist the Owner in determining whether the apparent low bidder meets this standard, the Owner reserves the right to require the apparent low bidder to submit a statement containing the following:

- (1) a statement as to any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five years,
- (2) a certified financial statement showing assets (including a list of equipment owned by the bidder), liabilities and net worth,
- (3) a list of the officers and principals of the bidder, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (4) a list of the number of full-time personnel of the bidder and a description of the construction experience of the bidder's principals and supervisory personnel,
- (5) a statement as to any projects which the bidder or his/her predecessors failed to complete or any litigation in which the bidder has been involved within the previous three fiscal years,



- (6) a list and description of all contracts completed by the bidder within the previous three fiscal years, including a list of project names, references and telephone numbers,
- (7) a list and description of the status of all uncompleted contracts of the bidder, and
- (8) statements of the bidder's net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three fiscal years,
- (9) description of experience with projects of comparable size, complexity and cost within the last 5 years,
- (10) disclosure of convictions for violations of any prevailing wage or employment regulations, OSHA requirements, unemployment insurance tax provisions, workers' compensation regulations, or any federal, state or municipal environmental or health laws, codes, rules or regulations,
- (11) demonstration of ability and capacity to perform substantial portion of the project with its own forces; identification of all work to be subcontracted, and a list of all proposed subcontractors. Any of the above information with respect to proposed subcontractors may also be requested.

#### **C.4 Security for Faithful Performance**

The successful bidder, simultaneously with the execution of the contract, shall submit on the form provided herein, a performance bond in the amount of one hundred percent (100%) of the contract price, as a guarantee that he/she shall will, truly and faithfully perform the duties, undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof and any extensions thereof which may be granted by the Owner and during the one year guaranty period. The performance bond shall serve as security for the faithful performance of this contract.

#### **C.5 Security for Faithful Payment**

The successful bidder, simultaneously with the execution of the contract, shall submit on the form provided herein, a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price, as a guarantee that he/she will, truly and faithfully make payment of all persons performing labor and furnishing materials in connection with the contract. Said bond shall be issued by a surety company authorized to do business in the State of New York and approved by the Owner's attorney. Attorneys-in-fact who sign labor and material payment bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

## **ARTICLE D: GENERAL INFORMATION**

### **D.1 Bidding and Contract Award Steps**

- (1) Plans and specifications shall be obtained only from the Village Clerk.
- (2) Bids will be opened by the Village Clerk, and then taken by the Engineer for review.
- (3) The Engineer will return all bids to the Village Clerk, along with a recommendation for award. The Village Attorney should also review the bids, including accompanying documents.
- (4) The Village Board will vote to award the contract at a Village Board meeting, following which the Village Clerk will send the Notice of Award along with three blank contract forms and blank bond forms to the successful bidder.
- (5) The Contractor shall complete the forms and return to the Mayor for signature. Note that the date on the bonds shall not be earlier than the date of the Mayor's signature. Owner in its discretion may accept a binder for the required bonds.
- (6) One original contract shall be given to the Village Clerk, and a copy shall be given to the Engineer.
- (7) Upon receipt of the actual bonds, the Village Clerk will issue the Notice to Proceed. A copy should be given to the Engineer.
- (8) Upon receipt of the Notice to Proceed, the Contractor shall request to schedule the pre-construction conference. At the meeting, the Contractor will be furnished four sets of plans, specifications and all addenda at no charge. The Contractor may purchase additional plans, specifications, and addenda at the cost to the Village for such materials.
- (9) Progress and final payments shall be made in accordance with the General Conditions Article 8. The applications should preferably be made on originals of AIA forms, or equivalent forms may be used. All other supporting documentation shall also be on originals of the AIA forms or equivalent forms. Applications made on photocopies will not be processed.

**VILLAGE OF MILLERTON  
Sidewalk Replacement Project  
Village of Millerton, Dutchess County, NY**

**CPL PROJECT NO.: R22.14847.01**

**CONTRACT NO.: 23-001**

**Document Date: December 2023**

**DIVISION 200**

**BID FORM**



THE VILLAGE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTION TO BIDDERS).

TO THE VILLAGE BOARD, VILLAGE OF MILLERTON, NEW YORK

Pursuant to and in compliance with your invitation to bid contained in the Notice to Contractors dated

\_\_\_\_\_, \_\_\_\_\_  
(month) (day) (year)

the undersigned hereby proposes to furnish all labor, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work, and other facilities and things necessary or proper for or incidental to, Village of Millerton Sidewalk Replacement, as required by and in strict accordance with the plans, specifications and all other documents relating to this Contract, for the prices stipulated and as shown on this bid form.

Name of Bidder: \_\_\_\_\_  
(Individual, Partnership, Corporation or LLC)\*  
\* Circle applicable word

The undersigned declares that the bidding and contract documents have been carefully examined and that all things necessary for the completion of the work shall be provided.

Receipt of the following addenda is hereby acknowledged:

|                | <u>DATE</u> | <u>SIGNATURE</u> |
|----------------|-------------|------------------|
| ADDENDUM NO. 1 | _____       | _____            |
| ADDENDUM NO. 2 | _____       | _____            |
| ADDENDUM NO. 3 | _____       | _____            |
| ADDENDUM NO. 4 | _____       | _____            |

In consideration of, and to induce the award of this contract to him/her, the bidder represents and warrants that:

- (a) If this bid is accepted by the Village Board, Village of Millerton, as evidenced by issuance of a Notice of Award by the Owner and mailed by registered mail with return receipt requested to the address of the bidder as indicated on his/her bid, the

bidder will execute a contract on the form of agreement herein provided and will comply with all provisions of said Notice of Award.

- (b) This bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same work, and that it is in all respect fair and without collusion or fraud.
- (c) He/She has carefully examined and fully understands all of the parts of the contract documents, and that he/she will execute the contract and will completely perform it in strict accordance with the provisions thereof for the sum set forth on the bid.
- (d) No officer or employee of the Village Board, Village of Millerton, or any person whose salary is payable in whole or in part by the Village Board is, shall be, or shall become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise in this bid or in the performance of the contract or in the supplies, materials or equipment, or to work or labor to which it relates, or in any portion of the profits thereof.
- (e) He/She is not in arrears to the Village Board upon debt or contract and is not a defaulter as surety, contractor, or otherwise upon any obligation to the Village Board, Village of Millerton.
- (f) All work shall be completed within the time allotted, from the date specified in the Notice to Proceed or set by the contract documents, mailed to the undersigned by registered mail with return receipt requested to the legal address of the bidder as indicated on his/her bid.
- (g) If the bid documents contain any unlawful provision not an essential part of the bid and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and will upon notice by either the Owner or the bidder be deemed stricken from the bid documents without affecting the binding force of the remainder.
- (h) Each and every provision of any law and clause required by law to be inserted in the bid documents shall be deemed to be inserted herein and the bid documents shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the bid documents shall forthwith be physically amended to make such insertion.
- (i) That he/she is financially solvent and sufficiently experienced and competent to perform the work.
- (j) The work can be performed as called for by the proposal and that the plans and specifications are in all respects suitable and adequate for the work.
- (k) That the facts stated in his/her bid and the information given by him/her are true and correct in all respects.

- (l) That he/she is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, and that his/her information was secured by personal investigation and research.
- (m) In the event of a lawsuit, the bidder agrees that said suit shall be filed in the New York State Supreme Court, Ulster County.

**BID FOR CONTRACT WORK:**

**BASE BID**

Install replacement sidewalk and curbing and related items along NYS Route 44 (Main Street) from Dutchess Avenue to the Millerton Library in accordance with the Contract Documents. The signatory to this bid, for all work proposed, items furnished and strict compliance with all provisions of each and every Contract Document relating to this Contract, agrees to accept (unless modified pursuant to the terms of the General Conditions) a total, final and fixed contract price not to exceed:

\$ \_\_\_\_\_  
(Words)

\$ \_\_\_\_\_  
(Figures)

**ADD ALTERNATE BID #1**

Install replacement sidewalk and curbing and related items along NYS Route 44 from approximately the Millerton Library to the Salisbury Bank in accordance with the Contract Documents. The signatory to this bid, for all work proposed, items furnished and strict compliance with all provisions of each and every Contract Document relating to this Contract, agrees to accept (unless modified pursuant to the terms of the General Conditions) a total, final and fixed contract price not to exceed:

**ADD ALTERNATE #1 BID**

\$ \_\_\_\_\_  
(Words)

\$ \_\_\_\_\_  
(Figures)



# **BASE BID SHEET**

| ITEM NO./DESCRIPTION                                                   | EST.<br>QTY. | PAYMENT<br>UNIT | UNIT PRICE BID |               | TOTAL<br>PRICE BID |
|------------------------------------------------------------------------|--------------|-----------------|----------------|---------------|--------------------|
|                                                                        |              |                 | WRITTEN AMOUNT | IN FIGURES    |                    |
| 1 Mobilization / Demobilization<br>(Max 3% of Total Base Bid)          | 1            | LUMP SUM        |                |               |                    |
| 2 Maintenance & Protection of<br>Traffic<br>(Max 3% of Total Base Bid) | 1            | LUMP SUM        |                |               |                    |
| 3 Temporary Erosion Control<br>(Max 3% of Total Base Bid)              | 1            | LUMP SUM        |                |               |                    |
| 4 Concrete Sidewalks                                                   | 3,700        | SQ. FEET        |                |               |                    |
| 5 Concrete Curb                                                        | 650          | LINEAL<br>FEET  |                |               |                    |
| 6 Testing Services                                                     | 1            | LUMP SUM        |                |               |                    |
| 7 Pavement Restoration                                                 | 3,000        | SQ. FEET        |                |               |                    |
| 8 Restoration of Unpaved Areas                                         | 1            | LUMP SUM        |                |               |                    |
| 9 Tree Removal                                                         | 1            | LUMP SUM        |                |               |                    |
| ALLOWANCES                                                             | ---          | ---             | ---            | ---           | ---                |
| A1 Allowance: Additional<br>Miscellaneous Work                         | ---          | ---             | \$5,000.00     | Five Thousand | \$5,000.00         |
| <b>TOTAL BASE BID</b>                                                  |              |                 |                |               |                    |

## ADD ALTERNATE BID SHEET

### ADD ALTERNATE #1

| ITEM NO./DESCRIPTION                                              | EST.<br>QTY. | PAYMENT<br>UNIT | UNIT PRICE BID |            | TOTAL<br>PRICE BID |
|-------------------------------------------------------------------|--------------|-----------------|----------------|------------|--------------------|
|                                                                   |              |                 | WRITTEN AMOUNT | IN FIGURES |                    |
| 1 Maintenance & Protection<br>of Traffic<br>(Max 3% of Total Bid) | 1            | LUMP SUM        |                |            |                    |
| 2 Temporary Erosion Control<br>(Max 3% of Total Bid)              | 1            | LUMP SUM        |                |            |                    |
| 3 Concrete Sidewalks                                              | 1,000        | SQ. FEET        |                |            |                    |
| 4 Concrete Curb                                                   | 245          | LINEAL FEET     |                |            |                    |
| 5 Testing Services                                                | 1            | LUMP SUM        |                |            |                    |
| 6 Pavement Restoration                                            | 1,150        | SQ. FEET        |                |            |                    |
| 7 Restoration of Unpaved<br>Areas                                 | 1            | LUMP SUM        |                |            |                    |
| <b>ADD ALTERNATE #1<br/>TOTAL BID</b>                             |              |                 |                |            |                    |

**UNIT PRICES**

Should Contract work be increased or decreased at Owner's request, or because of conditions discovered at the site, the following Unit Prices shall be the basis for payment or for credit.

Unit Prices shall be considered complete including all material and equipment, labor, transportation, disposal, installation costs, overhead and profit required for similar work under the original Contract Documents.

| DESCRIPTION             | UNIT PRICE              |
|-------------------------|-------------------------|
| Subbase (NYSDOT 304.02) | \$_____ per Cubic Yard  |
| Concrete Curb           | \$_____ per Linear Foot |
| Concrete Sidewalk       | \$_____ per Square Foot |

Also made a part of this bid is the attached documentation per Division 100, Article C.3.

Sign Bid Here \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Official Company \_\_\_\_\_  
(Individual, Partnership, Corporation, LLC)\*  
\* Circle applicable word

Company  
Mailing Address \_\_\_\_\_  
STREET  
\_\_\_\_\_  
CITY STATE ZIP CODE

Federal Employer  
Identification No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

(If bidder is a corporation, fill in the following blanks.)

Organized under the laws of the State of: \_\_\_\_\_

Name and Address of President: \_\_\_\_\_

\_\_\_\_\_

Name and Address of Secretary: \_\_\_\_\_

\_\_\_\_\_

Name and Address of Treasurer: \_\_\_\_\_

\_\_\_\_\_

(If bidder is a Limited Liability Company, fill in the following blanks.)

Organized under the laws of the State of: \_\_\_\_\_

Name of Manager or Managing Member: \_\_\_\_\_

Agent for Service of Process: \_\_\_\_\_

Address for Service of Process: \_\_\_\_\_

STATE OF NEW YORK )

ss:

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

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

### BID BOND

If a bond is used, the form bound in this manual should be used. No other form may be used except with prior approval by the Owner after review by the Village Attorney which approval may be granted or withheld, in the Owner's discretion.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\* \_\_\_\_\_ as Principal; and

\*\* \_\_\_\_\_ as Surety, are hereby

held and firmly bound unto the Village Board, Village of Millerton, New York in the amount

of: \_\_\_\_\_ Dollars \$ \_\_\_\_\_

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WHEREAS, the condition of the above obligation is such that, whereas the Principal has submitted to the Village Board a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Sidewalk Replacement for the Village of Millerton, New York, as shown and specified in this Contract.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of an Agreement attached hereto (properly completed in accordance with said Bid) and shall in all respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL)

\_\_\_\_\_  
PRINCIPAL

\*Insert Bidder's Name

\_\_\_\_\_

\*\*Insert Surety's Name

By \_\_\_\_\_



Signed, sealed and delivered  
in the presence of \_\_\_\_\_

(Corporate seal of Contractor  
if a corporation) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
(Title of Officer)

(Corporate seal of  
Surety) Attest \_\_\_\_\_  
(Title of Officer)

STATE OF NEW YORK )

) SS:

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

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary

Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on

the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and

acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the

individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

## **CERTIFICATION OF NON-COLLUSION BY BIDDER**

No bid will be considered unless this Certification remains attached to and is submitted with the Bid

---

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 his knowledge and belief:

- (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.
- (2) Unless otherwise required by law the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor, before the time of the bid opening.
- (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.

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

- (4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).
- (5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work of services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

I affirm these statements under penalty of perjury.

BIDDER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**VILLAGE OF MILLERTON  
Sidewalk Replacement Project  
Village of Millerton, Dutchess County, NY**

**CPL PROJECT NO.: R22.14847.01**

**CONTRACT NO.: 23-001**

**Document Date: December 2023**

**DIVISION 300**

**CONTRACT**



THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_, by and between the Village Board, Village of Millerton, Owner and \_\_\_\_\_, Contractor.

This Contract Agreement includes the plans and specifications for the Project identified thereon as such prepared by CPL plus the following Contract Documents:

1. Performance Bond and Labor and Material Payment Bond
2. General Conditions of Contract
3. Special Conditions for Contract
4. Technical Specifications
5. Drawings
6. All Addenda
7. All provisions required by law to be inserted in this contract whether actually inserted or not
8. Change Orders

all which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph do not, and shall not, form any part of this Contract. All the above documents constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Owner, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Owner, Village of Millerton, New York agrees to pay and the Contractor agrees to accept (unless modified pursuant to the terms set forth in the General Conditions) a total, final and fixed Contract Price of:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
for the Sidewalk Replacement Project

The Contractor will furnish all labor and materials necessary to perform the work shown, required to complete the Contract, including: all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurance, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workmanlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use, as called for in the contract documents.

Within 7 days of signing this contract, the Contractor shall submit to the Engineer in writing the name of each proposed subcontractor and supplier and obtain the Engineer's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Engineer without causing delay in the work of the Project.

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner.

- A. The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- B. The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- C. The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

The Contractor agrees to begin work on the day specified in the Notice to Proceed and unless the date for completion is extended pursuant to provisions of the General Conditions, he agrees to



complete the removal and installation of sidewalk and curb and complete restoration within **sixty (60)** days of the date stated therein.

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- A. The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Engineer and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
- B. All work shall strictly conform to the requirements of this Contract;
- C. The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- D. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the task undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this subparagraph shall constitute a breach of the Contractor's warranty;
- E. The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- F. The Contractor shall employ and maintain at the project site only competent supervisory personnel;
- G. The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner and the Engineer, and comply with the Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Engineer. Strict compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;
- H. The Contractor shall keep an updated copy of this Contract at the site. Additionally, the

Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Engineer at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

- I. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Engineer. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Engineer or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Engineer shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Engineer;
- J. The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;
- K. At all times relevant to this Contract, the Contractor shall permit the Owner and the Engineer to enter upon the Project site and to review or inspect the work without formality or other procedure.

The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner. (See forms attached hereto.)

This Contract is governed by the law of the State of New York.

The forum for any litigation concerning this contract shall be the Federal District or County in which the contract site is located.

The Contractor agrees, in the event he/she fails to complete all the work on time, to pay the Owner liquidated damages in the amount of \$250 for each calendar day of delay in the physical completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages

likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those

funds withheld, but no longer applicable, as liquidated damages.

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she is familiar with the contents of all bid documents and the contract documents and he/she agrees to abide by and be bound by their contents and by all applicable Federal, State and local laws, ordinances and statutes.

Payment, both progress and final, will be made as detailed in the General Conditions section of the Contract Documents.

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

**Owner**

**Contractor**

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

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

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title and Address)

\_\_\_\_\_  
(Printed Name, Title and Address)

\_\_\_\_\_  
(Date of Execution)

\_\_\_\_\_  
(Date of Execution)

(Acknowledgment by Contractor if a corporation)

STATE of \_\_\_\_\_)

ss:

COUNTY of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally came \_\_\_\_\_ to me known,  
who, being by me duly sworn, did depose and say for himself/herself, that he/she  
resides in \_\_\_\_\_ and that he/she  
is the \_\_\_\_\_ of the \_\_\_\_\_

\_\_\_\_\_  
the corporation described in, and which executed the foregoing instrument; that he/she  
knows the seal of said corporation; that the seal affixed to said instrument is such  
corporate seal; that it was so affixed by order of the Board of Directors of said  
corporation, and that he/she signed his/her name thereto by like order.

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

County

No. \_\_\_\_\_ Term Expires \_\_\_\_\_

(Acknowledgment by Mayor)

State of \_\_\_\_\_)

ss:

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally came \_\_\_\_\_ to me known and  
known to me to be the person described in and who executed the foregoing  
instrument, and he/she duly acknowledged that he/she executed the same.

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

County

No. \_\_\_\_\_ Term Expires \_\_\_\_\_

## PERFORMANCE BOND

The form bound in this manual should be used. No other form of performance bond or other acceptable performance security may be used except with prior approval and the Owner, after review by the Village Attorney, which approval may be granted or withheld, in the owner's discretion.

## **PERFORMANCE BOND**

\_\_\_\_\_ as surety ("Surety"),  
(Insert Proper Name of Surety)

and \_\_\_\_\_  
(Insert Proper Name of Contractor)

as principal ("Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of \_\_\_\_\_  
(Insert Proper Name of Owner)

as obligee ("Owner") in the penal sum of \$ \_\_\_\_\_  
(Insert Penal Sum)

as of the \_\_\_\_\_. This Penal Sum shall be deemed  
(Insert Date of Construction Contract)

increased in the same amount that the contract price increases pursuant to change orders executed by the Owner and Contractor (see Article 5 of the General Conditions of Contract).

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Construction Contract") for construction of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert Description and Location of the Construction Project)

and,

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor:

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety

and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.

2. If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.
3. Upon the default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall within 30 days proceed to take one or, at its option, more than one of the following courses of action:
  - a. Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination;
  - b. Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,



- c. Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.
- 4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying

and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts of omissions of the Surety.

5. In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum.
6. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.
7. This performance bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.
8. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below.

Surety:

Contractor:

Owner:

9. Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

**Contractor**

\_\_\_\_\_  
(Typed Name) Seal

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

\_\_\_\_\_  
(Printed Name, Title and Address)

\_\_\_\_\_  
of Execution)

**Surety**

\_\_\_\_\_  
(Typed Name) Seal

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

\_\_\_\_\_  
(Printed Name, Title and Address)

\_\_\_\_\_  
(Date of Execution) (Date

**NOTES:**

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership all partners should execute the bond.
3. Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney.
4. All bonds shall be in a form acceptable in all respects to the Owner's attorney and shall be approved by the Owner's attorney.

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

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

## LABOR AND MATERIAL PAYMENT BOND

The form bound in this manual should be used. No other form of payment bond may be used except with prior approval of the Owner, after review by the Village Attorney, which approval may be granted or withheld, in the Owner's discretion.

**LABOR AND MATERIAL PAYMENT BOND**

\_\_\_\_\_, as surety ("Surety"),  
(Insert Proper Name of Surety)

and \_\_\_\_\_  
(Insert Proper Name of Contractor)

as principal ("Contractor"), enter into, execute this bond ("Payment Bond"), and bind

themselves in favor of \_\_\_\_\_  
(Insert Proper Name of Owner)

as obligee ("Owner") in the penal sum of \$ \_\_\_\_\_ ,  
(Insert Penal Sum)

as of the \_\_\_\_\_.  
(Insert Date of Construction Contract)

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith

("Construction Contract") for construction of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Insert Description and Location of the Construction Project)

("PROJECT"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception of all its terms and conditions, both express and implied,

and, without limitation, specifically including Contractor's obligation to pay for labor, materials, services and equipment provided in connection with the Construction Contract performance;

2. For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:
  - (A) a direct contract with the Contractor; or
  - (B) a direct contract with a subcontractor of the Contractor; or
  - (C) rights, under the laws of the jurisdiction where the Project is located, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner, if the Project is, or were, subject to such filing.
3. The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety within the longer of:
  - (A) ninety (90) days of after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,
  - (B) the period of time provided by the jurisdiction wherein the Project is located for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner; stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.
4. In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum. The Penal Sum shall be deemed increased by any amount by which the contract price increases by virtue of change order. See Article 5 of the General Conditions of Contract.
5. Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 30 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:
  - (A) making payment of all sums not in dispute; and,
  - (B) stating the basis for disputing any sums not paid.
6. No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.

7. Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:



SURETY:

CONTRACTOR:

OWNER:

**CONTRACTOR**

**SURETY**

\_\_\_\_\_  
SEAL  
(TYPED NAME)

\_\_\_\_\_  
SEAL  
(TYPED NAME)

By: \_\_\_\_\_  
(SIGNATURE)

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

\_\_\_\_\_  
(PRINTED NAME, TITLE & ADDRESS)  
ADDRESS)

\_\_\_\_\_  
(PRINTED NAME, TITLE &

\_\_\_\_\_  
(DATE OF EXECUTION)

\_\_\_\_\_  
(DATE OF EXECUTION)

NOTES:

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership all partners should execute the bond.
3. Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner.
4. All bonds shall be in a form acceptable to and shall be approved by the Owner.

STATE OF NEW YORK     )  
                                          )ss:  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



**VILLAGE OF MILLERTON  
Sidewalk Replacement Project  
Village of Millerton, Dutchess County, NY**

**CPL PROJECT NO.: R22.14847.01**

**CONTRACT NO.: 23-001**

**Document Date: December 2023**

**DIVISION 400**

**GENERAL CONDITIONS**



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## **ARTICLE 1: DEFINITIONS**

### **1.1 WORDS AND EXPRESSIONS**

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

- \* "Act of God" shall mean an act, event, happening, or occurrence, and disaster and effect due to natural causes and inevitable accident, or disaster; a natural and inevitable necessity which implies entire exclusion of all human agency which operates without interference or aid from man and which results from natural causes and is in no sense attributable to human agency.
- \* "Addendum" or "Addenda" shall mean the additional contract provisions issued in writing by the Engineer prior to the receipt of bids.
- \* "Certificate of Completion" shall mean a letter or notice signed by the Mayor after the Engineer has determined that no further work is to be done.
- \* "Certificate of Substantial Completion" shall mean a letter or notice signed by the Engineer when the work or a designated portion thereof is sufficiently complete that the Owner may occupy or use the work for the use for which it is intended.
- \* "Change Order" shall mean a written order to the Contractor executed by the Owner and the Engineer after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof:
- \* "Contract" or "Contract Documents" shall mean each of the various parts of the contract listed below, both as a whole and severally:
  - 1. Contract Agreement
  - 2. Performance Bond and Labor and Material Payment Bond
  - 3. General Conditions for Contract
  - 4. Special Conditions for Contract
  - 5. Technical Specifications
  - 6. Drawings
  - 7. All Addenda
  - 8. All provisions required by law to be inserted in this contract whether inserted or not

## 9. Change Orders

- \* "Contractor" shall mean the person, partnership, firm or corporation with whom the Owner has executed the Contract Agreement.
- \* "Contract Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor by any one or more parts of the Contract defined herein, except extra work as defined herein.
- \* "Engineer" shall mean the consulting engineer for the Village Board, Village of Millerton, New York as designated and duly appointed by that Board, directed or assigned by them to this Contract, with the powers and duties as stated in the contract documents.
- \* "Extra Work" shall mean work other than that required either expressly or implicitly by the contract in its present form. It may include work in areas designated on the plans as areas of future work, or in areas within the contract limits or adjacent thereto. Extra work shall be authorized by a change order.
- \* "Final Acceptance" shall mean acceptance of the work by the Mayor as evidenced by his signature upon the final Certificate of Completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to said Certificate of Completion.
- \* "Inspector" shall mean an authorized representative of the Owner assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.
- \* "Owner" shall mean the party of the first part hereto, the Village of Millerton, New York, as represented by the Village Board, or the Mayor, or any other person designated by them to act on their behalf.
- \* "Plans" shall mean only those drawings specifically titled as such and listed in the Specifications or in any addendum.
- \* "Project" shall mean the entire improvement to which this contract relates.
- \* "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
- \* "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated as such.
- \* "Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually

furnishes, labor, materials or labor and equipment at the site.

- \* "Mayor" shall mean the chief executive officer of the Village of Millerton, New York.
- \* "Surety" shall mean any person, firm or corporation that has executed as surety, and bond or bonds required to be executed by the Contractor as they relate to the provisions of the Contract.
- \* "Village Attorney" (owner's attorney) shall mean the attorney for the Village Board, Village of Millerton, New York as designated and duly appointed by that Board, directed or assigned by them to this contract, with the powers and duties established by the Village Board.
- \* "The Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the contract and shall include both contract work and extra work.
- \* Whenever they refer to the work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation or prescription of the Engineer and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approved by, or acceptable to, or satisfactory to, in the judgment of the Engineer.

## **ARTICLE 2: ROLES AND RESPONSIBILITIES**

### **2.1 THE CONTRACTOR**

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (a) Construction of the Project;
- (b) The furnishing of any required surety bonds and insurance;
- (c) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project;
- (d) The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon final completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

The Contractor acknowledges that the Owner does not guarantee that all pipes, ducts, utilities and other underground structures are shown on the plans, and that the information given is intended only as a guide to the Contractor. The Contractor shall not claim damages and shall not be entitled to payment because of any omission or faulty location on the plans of any pipes, ducts, utilities or other underground structures.

The Contractor shall do all work and pay all costs of cutting, protecting, supporting, maintaining, relocating and restoring all surface, subsurface or overhead structures, and all other property, including pipes, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of the work (except such which by law, franchise, permit contract, consent or agreement the owner thereof is required to protect, support, maintain, relocate or restore), repairing the same if damaged and restoring to their original conditions all areas disturbed. He shall not claim or be entitled to any damages for delay or otherwise by reason of such required work, and he hereby assumes all risks in connection therewith.

### **2.2 THE OWNER**

The Owner, in addition to those matters expressly made subject to its determination, direction or approval in this contract, shall have the power:

- (1) To determine finally any and all questions in relation to this contract and its performance, which determination shall be final and conclusive upon the Contractor;
- (2) To modify or change this contract so as to require the performance of extra work, or the omission of contract work, or both, whenever it deems it in the public interest to do so;

- (3) To suspend the whole or any part of the work or terminate the entire project whenever, in its judgment, such suspension or termination is required
  - (a) in the interest of the Owner generally, or
  - (b) to coordinate the work of the various Contractors engaged in this project, or
  - (c) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Engineer, delayed by such suspension;
- (4) If before the final completion of all the work contemplated herein, it shall be deemed necessary by the Owner to take over, use, occupy or operate any part of the completed or partly completed work, the Owner shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the Owner after receipt of notice in writing from the Mayor that such or part thereof will be used by the Owner on and after the date specified in such notice.

### **2.3 ENGINEER'S AUTHORITY**

- (a) The Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power:
  - (1) To inspect the performance of the work;
  - (2) To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder;
  - (3) To determine all questions in relation to the work, to interpret the drawings, specifications, and addenda;
  - (4) To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the Owner or to the Contractor of the work to be done under the contract;
  - (5) To amplify the plans, add explanatory information and furnish additional specifications and drawings consistent with the intent of the contract documents.
  - (6) To determine how the work of this contract shall be coordinated with the work of other contractors engaged simultaneously on this project, including the power to suspend any part of the work.
  - (7) The foregoing enumeration shall not imply any limitation upon the power of the Engineer; for it is the intent of this contract that all of the work shall be subject to his determination, approval, and supervision in accordance with the provisions of Education Law Section 7209(3). All orders of the Engineer requiring the Contractor to perform work as contract work shall be promptly obeyed by the Contractor.

- (8) The Engineer shall promptly make decisions relating to interpretation of the plans and specifications.

## **ARTICLE 3: INTERPRETATION OF CONTRACT DOCUMENTS**

### **3.1 CONFLICTING PLANS AND SPECIFICATIONS**

The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the Owner and the Engineer of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner or the Engineer of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

In the case of conflicting information within the plans and specifications as to the type of materials or workmanship to be provided, the Contractor agrees that he will accept the decision of the Engineer as to which was intended or which is in the best interest of the Owner.

In the event that any provision in any of the following parts of this Contract conflicts with any provision in any other of the following parts, the provision in the part first enumerated below shall govern over any other part, which follows numerically, except as may be otherwise specifically stated. Said parts are the following:

1. Addenda
2. Special Conditions for Contract
3. General Conditions for Contract
4. Technical Specifications
5. Contract Drawings

The Contractor shall verify field conditions, including measurements and other conditions, before the start of construction. Any errors, inconsistencies or omissions shall be brought to the Engineer's attention for resolution.

### **3.2 SHOP DRAWINGS**

Where the nature of the work of the Contract makes it necessary, or where so required by the Engineer, the Contractor shall submit scale and full-size shop drawings of the work for review by the Engineer. The shop drawings shall be complete in every detail and show any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes.

The Contractor shall thoroughly check all shop drawings of the various trades for measurements, sizes of members, materials and details to make sure that they conform to the intent of the plans and specifications and for any and all other contract requirements. Drawings found to be inaccurate or otherwise in error shall be made correct. Shop drawings prepared by or under the direction of the Contractor shall be checked for accuracy and contract requirements by the Contractor before being forwarded to the Engineer. Shop drawings not so checked and noted will be returned to the Contractor without being examined by the Engineer. All measurements shall be verified at the building and/or structures.

Shop drawings shall be either catalog cuts or drawings showing construction details. The details required will vary but should include dimensions, sizes, type of material, finish, fabrication notes, special care or handling requirements, supplier or vendor name, contract, item number, name of company supplying drawing, date, revision and other information to identify and evaluate the item described.

The Engineer shall promptly review submitted shop drawings as an aid to the Contractor but review of drawings by the Engineer shall not relieve the Contractor of his responsibility for the proper performance of the work without additional cost to the Owner, whether or not the work was installed in accordance with drawings reviewed by the Engineer. Shop drawings will be reviewed for design and general arrangement only.

Six (6) sets of shop drawings shall be submitted. Four (4) sets will be returned to the Contractor. One (1) set of shop drawings shall be submitted with the final as-built drawings.

### **3.3 MATERIALS**

All materials, equipment, and articles (products) incorporated into the permanent work, which will become the property of the Owner, shall be new unless specifically stated or shown otherwise in the contract documents. The word "new" shall not operate to exclude recycled raw materials used in the manufacture of previously unused, i.e. new, materials, equipment and articles (products) for this contract, provided that such items comply with all other contract requirements.

All materials, equipment, and articles (products) which are specified by brand name (i.e., manufacturer's or supplier's name or trade name and catalog or model number or name) shall be deemed to have the words "or equal" inserted in each instance. The intent is not to limit competition but to establish a standard of quality, which the Engineer has determined, is



necessary. The Contractor may use any product equal to that named in the contract documents provided 1) that the Contractor has given timely notice of his intent (in accordance with the submittal and scheduling requirements of this contract) and 2) that the Engineer approves the proposed alternate.

The Engineer may establish criteria for product approval and shall determine whether a proposed product is to be approved.

The Contractor shall have the burden of proving at his own cost and expense, to the satisfaction of the Engineer, that the proposed product is equal to that named in the contract documents. Items offered by some manufacturers or suppliers may require changes in the contract plans or drawings. The Contractor shall bear the cost and expense of preparing and providing detailed drawings showing all changes, if any, from details shown in the contract documents, for structures, pipes, seals, controls or other devices required to insure a complete, satisfactory and operating installation.

Such detailed drawings shall be subject to the Engineer's approval as to conformance with the over-all project requirements.

The Contractor shall supply the product named 1) if the Engineer determines that the Contractor's proposed product is not equal to the product named in the contract documents or 2) if the Contractor fails to comply with the provisions of this article. The Contractor shall have and make no claim for the extension of time or for damages because 1) the Engineer requires a reasonable period of time to consider a product proposed by the Contractor or 2) because the Engineer does not approve the Contractor's proposed product.

Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments necessary to accommodate the option he selects.

### **3.4 ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees and include the cost thereof in his bid. He shall defend all suits or claims for infringement of any patent rights and shall save harmless the Owner from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified and the Contractor properly acquires all royalties and license fees at no additional cost to the Owner.

## **ARTICLE 4: PERFORMANCE OF THE CONTRACT**

### **4.1 RESPONSIBILITY FOR DAMAGE**

Subject to the provisions set forth in General Obligations Law §§ 5-322.1 and 5-324, the Contractor shall faithfully perform and complete all of the work required by the Contract, and has full responsibility for the following risks:

- (a) Loss or damage, direct or indirect, to the work including the building or structure in which the work is being performed, or any other construction in progress whether being performed by any other contractor or the Owner, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Engineer under this contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the work covered by the Contract has been finally accepted, exclusive only of such loss or damage resulting from the owner's or the owner's employees' willful acts or acts of negligence or arising out of defects in maps, plans, designs or specifications prepared, acquired or used by the Contractor or his agents or employees.
- (b) Injury to persons (including death resulting therefrom), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.
- (c) The Contractor shall not be responsible for damages resulting from willful acts of Village officials or employees or from negligence resulting solely from acts or omissions of the Village, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this article.
- (d) Except for suits, actions, damages, and costs arising out of bodily injury to persons or damage to property contributed to, caused by, or resulting from the negligence of the Owner or his agents or employees, whether such negligence be in whole or in part, or arising out of defects in maps, plans, designs or specifications prepared, acquired or used by the Contractor or his agents or employees, the Contractor shall indemnify and save harmless the Owner, its officers, employees and agents, from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the Owner may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Owner. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Owner to retain the whole or any party of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the Owner.
- (e) The Contractor shall provide written notice to the Engineer within three (3) business days of any loss, damage or injury arising out of the Contractor's performance of the Contract.

- (f) No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Village Board, Village of Millerton, New York, for, on account of, or by reason of anything done, or omitted to be done, in connection with this contract.

#### **4.2 CLAIM FOR DAMAGES BY CONTRACTOR**

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work by reason of any act or omission of the Owner, its agents or of any persons, he shall, within five (5) days after sustaining such damage, make and deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the Owner. If on or before the fifteenth of the month succeeding that in which any damage is alleged to have been sustained, the Contractor shall fail to make and deliver to the Engineer an itemized, verified statement of the details and amount of such damages claimed, it is hereby stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

#### **4.3 COORDINATION OF SEPARATE CONTRACTORS**

The Owner may award other contracts related to the work. Each contractor shall control and coordinate the work of his subcontractors, if any. Any issues regarding coordination shall be addressed in writing to the Engineer for prompt resolution.

If any part of the work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Engineer any defects in such work.

Except for suits, actions, damages, and costs arising out of bodily injury to persons or damage to property contributed to, caused by, or resulting from the negligence of the Owner or his agents or employees, whether such negligence be in whole or in part, or arising out of defects in maps, plans, designs or specifications prepared, acquired or used by the Contractor or his agents or employees, the Contractor shall indemnify the Owner for damages recovered against the Owner by another contractor to the extent that any such claim or judgment is the proximate result of the Contractor's failure to progress the work in accordance with Contract requirements.

#### **4.4 CONTRACTOR'S SUPERVISION**

The Contractor shall designate in writing a competent supervisor for the work to represent the Contractor at the site at all times with authority to act for him and who can communicate effectively with the Owner's representative. All directions given the contractor's representative shall be as binding as if given to the Contractor. The work may be suspended by the Engineer in whole or in part, if the contractor has no such representative on site. The representative shall keep on site copies of the plans and specifications and shall have full authority to supply material and labor as required.

#### **4.5 PERMITS AND COMPLIANCE**

The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work at no additional cost to the Owner.

#### **4.6 BOUNDARIES**

The Contractor and all subcontractors shall confine their equipment, apparatus, and the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Engineer. The Contractor shall be responsible for setting all grades, elevations, and horizontal and vertical alignment required to layout all work called for on the plans and drawings.

#### **4.7 REFUSE AND DEBRIS**

The Contractor shall at all times keep the refuse and debris at the job site to a minimum, and at the completion of the contract shall remove all debris, waste and rubbish, tools, equipment, surplus supplies and materials, temporary structures, etc, and leave all areas "broom" or "rake" clean. The interiors of buildings shall be cleaned as stated in the Special Conditions.

#### **4.8 SUBCONTRACTORS AND SUPPLIERS**

The Contractor's use of subcontractors and suppliers shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. The Contractor shall control and coordinate the work of his subcontractors.

The Contractor shall be responsible for informing his subcontractors and suppliers of all the terms, conditions, and requirements of the contract documents and also for requiring subcontractors to comply with Labor Law 220-A (1). In making payment to his subcontractors, the Contractor shall comply with the provisions of New York State General Municipal Law § 106.b. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

#### **4.9 CONTRACTOR'S WORK REQUIREMENTS**

The Contractor shall do all the work and furnish at his own cost and expense, all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workmanlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use.

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all

Federal, State and local laws, codes, ordinances and statues as may be in effect at the time of the bid advertisement.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications, which may be in excess of the requirements mentioned herein.

## **ARTICLE 5: CHANGE IN THE WORK**

### **5.1 PROCEDURE**

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- (a) Change Order shall mean a written order to the Contractor executed by the Owner and the Engineer after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof:
- (b) If the Contractor encounters a situation or work for which he believes he is entitled to a change order, he shall give the Engineer or inspector notice by telephone or in person within one business day and shall await instructions before proceeding.
- (c) Any change in the Contract Price resulting from a Change Order shall be determined as follows:
  - (1) By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order: or,
  - (2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Engineer requires.
- (d) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.
- (e) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are

required by the Owner, the Engineer, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## **ARTICLE 6: TIME OF COMMENCEMENT, COMPLETION AND TERMINATION FOR CAUSE**

### **6.1 TIME OF COMMENCEMENT AND COMPLETION**

- (a) The Contractor must commence work on the day specified therefore in a Notice to Proceed signed by the Owner. Since TIME IS OF THE ESSENCE in this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion in accordance with the requirements of the Contract Documents not later than the specified date or time limit therefore, or on the date to which the time for completion may be extended.
- (b) Unless the date for completion is extended pursuant to the provisions of paragraph 6.2 below, the Contractor shall complete the work within the time allotted as stated in the Contract Agreement. The Engineer shall be the sole judge as to whether the work hereunder has been completed within the time stipulated.

### **6.2 EXTENSION OF TIME**

It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Engineer. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Engineer within five (5) days after the start of the alleged delay. If the Engineer should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however, the Engineer should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his subcontractors or suppliers, the Engineer may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.

If the Owner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the Owner's fiscal officer may be permitted to make payment to the Contractor for work performed beyond the completion date, the Owner will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the moneys which may become due hereunder.

In the event of delay for cause, the Contractor's sole remedy shall be the extension of time granted as hereinabove provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

Time necessary for review by the Engineer of shop drawings and delays incurred by normal



seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

### **6.3 LIQUIDATED DAMAGES UPON FAILURE TO COMPLETE**

It is mutually agreed between the parties that TIME IS OF THE ESSENCE in this Contract and that there will be, on the part of the Village Board, Village of Millerton, considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended.

The amount stated in the Contract Agreement is hereby stipulated as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Owner because of the said delay and Contractor agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

### **6.4 TERMINATION BY THE OWNER**

The owner may terminate this Contract in accordance with the following terms and conditions:

#### **6.4.1 TERMINATION FOR CONVENIENCE**

The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, Title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

- (a) The Contractor shall submit a termination claim to the Owner and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;

- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
  - (1) Contract prices for labor, materials, equipment and other services accepted under this Contract;
  - (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
  - (3) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to this section. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Section shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

#### **6.4.2 TERMINATION FOR CAUSE**

If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as if may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such

cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Section 6.4.1 and the provisions of Section 6.4.1 shall apply.

## **6.5 CEASE AND DESIST ORDER**

In the event the Contractor fails or refuses to perform the work as required herein, the Owner may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's Instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

## **6.6 SUSPENSION OF WORK**

The Engineer may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the work for a reasonable period of time as he, in his sole discretion, may determine. The order shall contain the reason or reasons for issuance which may include but shall not be limited to the following: latent field conditions, substantial program revisions, civil unrest, acts of God, failure to have a supervisor on site.

Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the work as ordered and take immediate affirmative measures to protect such work from loss or damage.

## **6.7 TERMINATION BY THE CONTRACTOR**

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the contractor may terminate performance under this Contract by written notice to the Owner and the Engineer. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 6.4.1 hereunder.

## **ARTICLE 7: INSPECTION AND ACCEPTANCE**

### **7.1 INSPECTION**

The Engineer or the Owner's representative will inspect and test the work at reasonable times at the site, unless the Engineer determines to make an inspection or test at the place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damages to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Engineer to reject the completed work.

### **7.2 CONTRACTOR'S OBLIGATION TO CORRECT DEFECTIVE WORK**

The Contractor shall, without charge, promptly correct any work which the Engineer finds does not conform to the contract documents, unless in the public interest the Owner consents to accept such work with an appropriate adjustment in the Contract sum. The Contractor shall promptly remove rejected material from the premises.

If the Contractor does not promptly correct rejected work including the work of other contractors destroyed or damaged by removal, replacement, or correction, the Owner may (1) correct such work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with the section on termination in the General Conditions.

The Contractor shall furnish promptly and without additional charge all facilities, labor, and material reasonably needed to perform in a safe and convenient manner such inspections and tests as the Engineer requires.

The Contractor shall promptly correct work rejected by the Engineer or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

### **7.3 PROGRESS REPORTS**

The Contractor shall keep the Engineer informed of the progress of his work and particularly when he intends to cover work not yet inspected or tested. When the work is not progressed continuously, except for weekends and holidays, the Contractor shall notify the Engineer again each time before resuming work. Twenty-four hours notice shall be given. All inspection and tests by the Engineer shall be performed in a manner not to unreasonably delay the work. The Contractor shall be charged with any additional cost of inspection when the work is not ready for inspection by the Engineer at the time stated by the Contractor or agreed to by the Engineer and Contractor.

### **7.4 INSPECTION PRIOR TO ACCEPTANCE**

At the Owner's request, the Engineer may determine at any time before acceptance of the entire work to examine work already completed by removing, uncovering or testing the same. The Contractor shall, on request, promptly furnish all necessary facilities, labor, and materials to conduct such inspection, examination or test. If such work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the work is found to meet the requirements of the contract documents, the Owner shall compensate the Contractor for the additional services involved in such examination and reconstruction and if completion of the work has been delayed thereby, he shall, in addition, grant the Contractor a suitable extension of time. If the Contractor covers his work prior to allowing inspections and tests by the Engineer, the Contractor shall promptly uncover and make ready all such areas for inspections and tests, and the Contractor shall be liable for and charged with any and all additional associated costs.

No previous inspection or certificates of payment or final payment shall relieve the Contractor from the obligation to perform the work in accordance with the Contract Documents. In the event that the Contractor has in any way failed to comply with the Contract Documents, the final payment shall not act to relieve the Contractor of his responsibility to comply with the Contract Documents.

## **ARTICLE 8: PAYMENTS**

### **8.1 PAYMENT**

For the Contractor's complete performance of the work, the Owner will pay, and the Contractor agrees to accept subject to the terms and conditions hereof, the total of the lump sum prices and the unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Engineer under Article 5, less credit for any work omitted pursuant to Article 5, and less liquidated charges and any other charge backs permitted in this contract.

### **8.2 PROGRESS PAYMENTS**

- (a) Within ten (10) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner and the Engineer the Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Projects for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Engineer or the Owner request. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been acknowledged in writing by the Engineer and the Owner;
- (b) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph. On or before the first business day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the last day of the previous month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Engineer, the Owner, or both. Therein, except as otherwise provided in General Municipal Law § 106-b, the Contractor may request payment of ninety-five percent (95%) of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, (or elsewhere if offsite storage is approved in writing by the Owner) less the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. In accordance with the provisions set forth in General Municipal Law § 106-b, each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Contractor has used previously paid funds to pay subcontractors, laborers, and material and equipment supplies (less the appropriate retainage percentage as designated by the

statute), that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The Engineer shall approve in writing the amount, which, in the opinion of the Engineer, is properly owing to the Contractor. The Owner shall make payment to the Contractor within forty-five (45) days, excluding legal holidays, of receipt of the requisition unless such requisition is not approvable in accordance with the terms of the Contract. The amount to each such payment shall be the amount approved for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Engineer's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth in Subparagraph (c) herein below. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

- (c) When payment is received from the Owner, the Contractor shall within fifteen (15) days pay all subcontractors, materialmen, laborers, and suppliers the amounts they are due for the work covered by such payment pursuant to the applicable provisions of General Municipal Law Section 106-b. However, nothing herein shall create any obligation on the part of the public Owner to pay or to see to the payment of any monies to any subcontractor or materialmen from any contractor, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or materialmen and the public owner.
- (d) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.
- (e) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
- (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
- (3) The Contractor's rate of progress being such that, in the Owner's opinion, substantial or final completion, or both, may be inexcusably delayed;
- (4) The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made against the Owner or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligation to the Owner.

In the event that the Owner makes written demand upon the Contractor for amount previously paid by the Owner as contemplated in this Subparagraph, the Contractor shall promptly comply with such demand;

- (f) Payments shall be made pursuant to the provisions of General Municipal Law Section 106-b, including interest payments as required by that section.

### **8.3 SUBSTANTIAL COMPLETION**

- (a) When Substantial Completion has been achieved, the Contractor shall notify the Owner and the Engineer in writing and shall furnish to the Engineer a listing of those matters yet to be finished. The Engineer will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Engineer will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the Engineer, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work and any amounts necessary to satisfy any claims,



liens, or judgments pertaining to the project against the Contractor which have not been suitably discharged.

The Certificate of Substantial Completion may also assign responsibilities for security, maintenance, damage to the work, insurance, etc. The Certificate shall fix the time within which the Contractor shall complete all items listed as being incomplete or otherwise not ready for final acceptance.

- (b) As the remaining items work (as identified in the Engineer's Certificate of Substantial Completion) are satisfactorily completed or corrected, the Contractor may prepare a request for payment, but not more often than monthly, for any such work. The Owner shall pay as in paragraph 8.2.a. above.

#### **8.4 FINAL PAYMENT**

- (a) When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will perform a final inspection of the Project. If the Engineer confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the Engineer will furnish a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Engineer is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;
- (b) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner, if any, with a copy to the Engineer:
  - (1) An affidavit that all of the Contractor's obligations to subcontractor, laborers, equipment or material suppliers, or other third parties in connections with the Project, have been paid or otherwise satisfied;
  - (2) If required by the Owner, separate releases of lien of lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner or the Owner's property;
  - (3) If applicable, consent(s) of surety to final payment;
  - (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project

closeout;

- (5) No final payment shall be made until the contractor files every verified statement required to be obtained by the Contractor from its subcontractors pursuant to Labor Law 220-a (1), attesting that subcontractors have received and reviewed the schedule of wages and supplements, which statement shall also contain information on the amounts due and owing for wages and supplements from the Contractor, and also from subcontractors, all in accordance with the provisions of Labor Law section 220-a (2).
- (6) The as-built drawings referred to in Article 2.1(D).
- (c) The Owner shall, subject to its rights set forth in Subparagraph 8.3 above, make final payment of all sums due the Contractor within ten (10) days of the Engineer's execution of a final Approval for Payment. However, no final payment will be subject to such corrections as may be found necessary to bring the total payments into agreement with the contract price.

Additionally, if the Contractor fails to achieve final completion within 30 days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of Fifty Dollars (\$50) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

## **8.5 ACCEPTANCE OF FINAL PAYMENT**

The acceptance by the Contractor or by anyone claiming by or through him of the final payment shall operate as and shall be a release to the Owner and every officer and agent thereof, from any and all claims and all liability to the Contractor for any thing done or furnished in connection with this work or project and for any act or neglect of the Owner or of any others relating to or affecting the work. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance bond.

## **8.6 CONTRACT QUANTITIES**

The quantities actually required to complete the contract work may be less or more than estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof. For unit price contracts, a change order may be prepared to bring the actual and estimated quantities and values into agreement.

## **8.7 MAINTENANCE AND GUARANTEE**

The Contractor shall remedy all defects, paying the cost of any damage to other work resulting therefrom, which shall appear within a period of one year from the date of completion as evidenced by the Owner's Certificate of Completion. The Contractor shall, for this period, indemnify and hold harmless the Owner, its officers, and agents from any injury done to property or persons as direct or alleged result of imperfections in his work or any other claims, actions or proceedings and the Contractor shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

A Maintenance Bond, in a form acceptable to the Owner, shall be provided by the Contractor.

## **8.8 NO ESTOPPEL**

The Owner or any department, officer, agent, or employee thereof, shall not be bound, precluded, or estopped by any acceptance, return certificate or payment made or given under or in connection with this Contract by the Owner, at any time, either before or after final completion and acceptance of the work and payment therefor:

- (a) showing the true and correct classification amount, quality or character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such acceptance, return certificate or payment is untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the contract documents, or
- (b) from demanding and recovering from the Contractor any overpayments made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the contract documents, or
- (c) both a and b above.

## **ARTICLE 9: BONDS AND INSURANCE**

### **9.1 CONTRACT SECURITY**

If at any time the Owner shall have become dissatisfied with any surety or sureties then upon the performance bond or if for any other reason such bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice from the Owner's attorney to do so, substitute an acceptable bond in such form and amount and signed by such other surety as may be satisfactory to the Owner's attorney. The premiums on all bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety shall have been qualified.

### **9.2 INSURANCE**

Simultaneously with the execution of the contract, the Contractor shall provide at his own cost and expense, proof of the following insurance to the Village, in the form of a Certificate of Insurance:

- (a) Statutory Workers' Compensation coverage, in compliance with the Compensation Law of the State of New York.
- (b) General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$2,000,000 combined single limit for bodily injury and property damage, including XCU coverage. The Village must be listed as additional insured.
- (c) Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$2,000,000 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Village must be listed as additional insured.
- (d) Excess liability coverage in the amount of \$2,000,000.00.
- (e) The Village reserves the right to require special form builder's risk insurance coverage for the completed value of all construction and structures placed or constructed under this Contract, at an additional cost to Owner. The Village must be listed as an additional insured.
- (f) Liability insurance for blasting commensurate with the nature and scope of the blasting, which will be conducted on the project. The Village must be listed as additional insured.
- (g) Owner's and Contractor's protective liability in favor of the Village in the amount of \$2,000,000.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Village Clerk by registered mail, return receipt requested, at the address listed below:

Millerton Village Clerk  
Village Hall – 5933 North Elm Avenue  
Millerton, NY 12546

Upon receipt of such notice the Village shall have the option to cancel the Agreement without further expense or liability to the Village, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, or to purchase insurance coverage itself and charge-back the Contractor, so that the insurance coverage required is maintained continuously throughout the term of the Agreement in form and substance acceptable to the Village. Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All property losses shall be made payable to and adjusted with the Village.

All insurance policies referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the Village.

In the event that claims in excess of these amounts are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security concerning such claims as may be determined by the Village.

## **ARTICLE 10: MISCELLANEOUS PROVISIONS**

### **10.1 COMPLIANCE WITH CODES AND LAWS**

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all federal, State and local laws, codes, ordinances and statutes as may be in effect at the time of bid opening.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications, which may be in excess of the requirements mentioned herein.

The organization or arrangement of the plans and specifications shall not operate to define or establish the work to be performed by any trade or subcontractor.

### **10.2 SERVICE OF NOTICES**

The Contractor hereby designated the business address specified in his bid as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Engineer.

Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a corporation, upon any officer or director thereof.

### **10.3 LABOR STANDARDS**

The Contractor and its subcontractors shall comply with all local, State and federal rules, including, but not limited to the Occupational Safety and Health Act of 1970, the Contract Work Hours and Safety Standards Act, and the New York State Labor Law including, but not limited to, the provisions regarding hours of work, posting of notices, deductions in wages, apprenticeship training programs, and maintenance of original payrolls.

### **10.4 RECORD-KEEPING REQUIREMENT**

The Contractor shall establish and maintain complete and accurate books, records, payroll

records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Engineer or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

#### **10.5 NON-ASSIGNMENT CLAUSE**

This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, subcontracted or otherwise disposed of without the previous consent, in writing, of the Owner and any attempts to assign the contract without the Owner's written consent are null and void. The Contractor may assign its rights to receive payment with the Owner's prior written consent.

#### **10.6 NON-COLLUSIVE BIDDING REQUIREMENTS**

Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Owner a Certification of Non-Collusion by Bidders on Contractor's behalf.

#### **10.7 WAGE AND HOURS PROVISIONS**

Neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

#### **10.8 WORKERS' COMPENSATION BENEFITS.**

This Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

#### **10.9 NONDISCRIMINATION REQUIREMENTS**

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to insure that all employees are employed, and that

employees are treated equally during employment, without regard to their race, creed, color, sex, or national origin.

#### **10.10 ARCHAEOLOGICAL SALVAGE**

Whenever during the course of construction, historical objects are encountered, such objects shall not be moved or destroyed. Work shall be stopped and re-scheduled to avoid disturbing such areas and the Engineer shall be notified immediately. The Engineer will then contact Archaeological/Cultural Resource, Technical Services, New York State Department of Environmental Conservation at 518-457-3811, who will issue instructional procedures, which will govern continuation of work in the affected area.

#### **10.11 PLANS AND SPECIFICATIONS**

The plans and specifications are intended to complement each other and any detail or item shown on one, but not the other, shall be assumed to be shown on both and shall be binding as if called for by all. While the plans and specifications are assumed to be complete in all major items and details, it is also assumed that the Contractor is competent and expert in his field; therefore, no effort has been made to show or to specify each and every detail or item required for a complete installation.



## **STANDARD CLAUSES FOR MUNICIPAL CONTRACTS**

## EXHIBIT A

### STANDARD CLAUSES FOR MUNICIPAL CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party):

#### 1. NON-ASSIGNMENT

**CLAUSE.** This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign the contract without the Municipality's written consent are null and void.

#### 2. WORKERS'

**COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

#### 3. NON-DISCRIMINATION

**REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction,

alteration or repair of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, national origin, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**4. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the State or other contracting agency as defined in Section 312 is committed

to expend, or does expend, funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a.) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(b.) At the request of the Municipality, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively

cooperate in the implementation of the Contractor's obligations herein.

(c.) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Municipality shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**5. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as

otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any sums due and owing to any person for work done upon the project.

**6. NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

**7. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit

and void. The Contractor shall so notify the Municipality within five (5) business days of such conviction, determination or disposition of appeal.

**8. SET-OFF RIGHTS.** The Municipality shall have rights of set-off. These rights shall include, but not be limited to, the Municipality's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Municipality with regard to this contract, or any other contract with the Municipality, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Municipality for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Municipality and third parties in connection therewith.

**9. RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Municipality and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Municipality shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the

Municipality's chief fiscal officer with a copy to its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Municipality's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Municipality, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

13. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, 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.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Municipality's receipt of the return

thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder

certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. **ETHICS.** The Municipality shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Municipality's ethics code.

19. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

21. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

22. **NO WAIVER OF PROVISIONS.** The Municipality's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Municipality of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Municipality, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

23. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

25. **SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Municipality has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Clerk. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that it shall be bound by the terms of said policy.

Any violation of the Sexual Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

**26. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

## **SUPPLEMENTAL CONDITIONS TO THE CONSTRUCTION CONTRACT**



# SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB Approval No. 2502-0598  
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

## Article 1: Labor Standards

**A. Applicability.** The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

**B. Minimum Wages.** Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

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

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding.** HUD or its designee 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 the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### **3. Payrolls, records, and certifications.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

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

#### **4. Apprentices and Trainees.**

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

program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

**5. Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

**6. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

**7. Contract termination and debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of Eligibility.**

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

### **C. Contract Work Hours and Safety Standards Act.**

**1. Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

**2. Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that 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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

**3. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

**4. Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the 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 under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work



Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

**5. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C 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 such subparagraphs 1 through 5.

#### **D. Certification.**

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

### **Article 2: Equal Employment Opportunity**

**A. Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

**B.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

**C.** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

**D.** The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area**

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

#### **Article 4: Health and Safety**

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

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

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **FEDERAL LABOR STANDARD PROVISIONS**

**A. APPLICABILITY**

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

**(1) MINIMUM WAGES**

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

**(3) Payrolls and basic records.**

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

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

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

**(ii) Certified Payroll Reports.**

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

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

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

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

#### **(4) Apprentices and Trainees.**

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

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

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

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

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

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

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

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

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



- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

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

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **NEW YORK STATE PREVAILING WAGE RATE SHEETS**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Millerton

Bryce Recer, Senior Engineering Designer  
30 Century Hill Drive  
Suite 104  
Latham NY 12110

Schedule Year 2023 through 2024  
Date Requested 11/13/2023  
PRC# 2023013442

Location Millerton NY  
Project ID# 24-001  
Project Type Replacement of sidewalk along Main Street in Millerton NY

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

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

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

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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



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

## **Introduction**

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

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

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

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

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

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

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

## **Hours**

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

## **Wages and Supplements**

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

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

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

## **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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.

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Millerton

Bryce Recer, Senior Engineering Designer  
30 Century Hill Drive  
Suite 104  
Latham NY 12110

Schedule Year 2023 through 2024  
Date Requested 11/13/2023  
PRC# 2023013442

Location Millerton NY  
Project ID# 24-001  
Project Type Replacement of sidewalk along Main Street in Millerton NY

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 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](mailto:dol.misclassified@labor.ny.gov) .

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

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

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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

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

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

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

Reports should contain the following information:

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

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

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

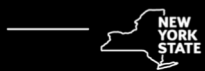
**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints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

**Employer Name:**

IA 999 (09/16)







# Attention Employees

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

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

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](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

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

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



## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

## Dutchess County General Construction

### Boilermaker

11/01/2023

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

| Per Hour:             | 07/01/2023 | 01/01/2024 |
|-----------------------|------------|------------|
| Boilermaker           | \$ 65.88   | \$ 67.38   |
| Repairs & Renovations | 65.88      | 67.38      |

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

|                       |                 |                 |
|-----------------------|-----------------|-----------------|
| Boilermaker           | 33.5% of hourly | 33.5% of Hourly |
| Repair \$ Renovations | Wage Paid       | Wage Paid       |
|                       | + \$ 26.49      | + \$26.85       |

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

#### OVERTIME PAY

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

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

\*\* Labor Day ONLY, if worked.

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

| Apprentice(s) | 33.5% of Hourly<br>Wage Paid Plus<br>Amount Below | 33.5% of Hourly<br>Wage Paid Plus<br>Amount Below |
|---------------|---------------------------------------------------|---------------------------------------------------|
| 1st Term      | \$ 20.12                                          | \$ 20.36                                          |
| 2nd Term      | 21.03                                             | 21.28                                             |
| 3rd Term      | 21.95                                             | 22.22                                             |
| 4th Term      | 22.83                                             | 23.12                                             |
| 5th Term      | 23.76                                             | 24.07                                             |
| 6th Term      | 24.67                                             | 25.00                                             |
| 7th Term      | 25.58                                             | 25.93                                             |

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

4-5

### Carpenter

11/01/2023

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess, Orange

#### WAGES

Per hour: 07/01/2023

Building:  
Millwright \$ 46.00  
+ 8.17\*

\*This portion is not subject to overtime premiums

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.31

### OVERTIME PAY

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

### HOLIDAY

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

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

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

### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

| 1st     | 2nd     | 3rd     | 4th     |
|---------|---------|---------|---------|
| \$28.01 | \$30.34 | \$34.67 | \$43.33 |
| + 4.27* | + 5.06* | + 5.81* | + 7.31* |

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

| 1st     | 2nd     | 3rd     | 4th     |
|---------|---------|---------|---------|
| \$22.55 | \$24.34 | \$26.45 | \$29.18 |

8-740.2

## Carpenter

11/01/2023

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

### WAGES

Per hour: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 34.45  
+ 3.25\*

\*This portion is not subject to overtime premiums

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

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

### 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     |
|---------|---------|---------|---------|
| \$15.75 | \$18.87 | \$23.55 | \$28.23 |
| + 2.48* | + 2.48* | + 2.48* | + 2.48* |

\*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

### Carpenter

11/01/2023

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03  
+ 9.79\*

Marine Tender \$ 53.57  
+ 9.79\*

\*This portion is not subject to overtime premiums

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.34

### OVERTIME PAY

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

### HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

|          |                     |
|----------|---------------------|
| 1st year | \$ 25.60<br>+ 5.30* |
| 2nd year | 31.20<br>+ 5.30*    |
| 3rd year | 39.58<br>+ 5.30*    |
| 4th year | 47.97<br>+ 5.05*    |

\*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.83

8-1456MC

### Carpenter - Building / Heavy&Highway

11/01/2023

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

**DISTRICT** 11

### ENTIRE COUNTIES



Columbia, Dutchess, Orange, Sullivan, Ulster

## WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

|           | 07/01/2023 | 07/01/2024 | 07/01/2025 | 07/01/2026 |
|-----------|------------|------------|------------|------------|
|           |            | Additional | Additional | Additional |
| Base Wage | \$ 35.81   | \$ 2.16**  | \$ 2.23**  | \$ 2.30**  |
|           | + 4.88*    |            |            |            |

Applies to Diver (Wet):

|           |          |
|-----------|----------|
| Base Wage | \$ 50.00 |
|           | + 4.88*  |

\*For all hours paid straight or premium.

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

|               |          |
|---------------|----------|
| Journeyworker | \$ 31.30 |
|---------------|----------|

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

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

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

## REGISTERED APPRENTICES

1 Year terms at the following wage rates.

| 1st      | 2nd      | 3rd      | 4th      | 5th      |
|----------|----------|----------|----------|----------|
| \$ 17.91 | \$ 21.49 | \$ 23.28 | \$ 25.07 | \$ 28.65 |
| +2.58*   | +2.58*   | +2.58*   | +2.58*   | +2.58*   |

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

|           |          |
|-----------|----------|
| All Terms | \$ 16.32 |
|-----------|----------|

11-279.2B/H&H

## Electrician

11/01/2023

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

## ENTIRE COUNTIES

Orange, Putnam, Rockland

## PARTIAL COUNTIES

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

## WAGES

Per hour:

|                                | 07/01/2023 | 04/01/2024 |
|--------------------------------|------------|------------|
| Electrician Wireman/Technician | \$ 49.50   | \$ 50.50   |
|                                | +9.00*     | + 9.50*    |

**SHIFT DIFFERENTIAL:** On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

|                          |                     |                     |
|--------------------------|---------------------|---------------------|
| Between 4:30pm & 12:30am | \$ 58.08<br>+ 9.00* | \$ 59.30<br>+ 9.50* |
| Between 12:30am & 8:30am | \$ 65.06<br>+ 9.00* | \$66.35<br>+ 9.50*  |

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

**NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW** (subject to overtime premiums):

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

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

### SUPPLEMENTAL BENEFITS

|            |                                                    |                                                    |
|------------|----------------------------------------------------|----------------------------------------------------|
| Per hour:  | 07/01/2023                                         | 04/01/2024                                         |
| Journeyman | \$ 28.68 plus<br>3% of straight<br>or premium wage | \$ 29.68 plus<br>3% of straight<br>or premium wage |

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

### REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

|            |                    |                    |                    |                    |                    |                    |
|------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 07/01/2023 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 14.25<br>+1.00* | \$ 19.00<br>+1.00* | \$ 23.75<br>+1.50* | \$ 28.50<br>+2.00* | \$ 33.25<br>+2.50* | \$ 35.63<br>+2.50* |
| 2nd Shift  | 16.72<br>+1.00*    | 22.29<br>+1.00*    | 27.86<br>+1.50*    | 33.43<br>+2.00*    | 39.00<br>+2.50*    | 41.79<br>+2.50*    |
| 3rd Shift  | 18.72<br>+1.00*    | 24.97<br>+1.00*    | 31.21<br>+1.50*    | 37.45<br>+2.00*    | 43.69<br>+2.50*    | 46.82<br>+2.50*    |
| 09/01/2023 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 15.68<br>+1.00* | \$ 19.00<br>+1.00* | \$ 23.75<br>+1.50* | \$ 28.50<br>+2.00* | \$ 33.25<br>+2.50* | \$ 35.63<br>+2.50* |
| 2nd Shift  | 18.39<br>+1.00*    | 22.29<br>+1.00*    | 27.86<br>+1.50*    | 33.43<br>+2.00*    | 39.00<br>+2.50*    | 41.79<br>+2.50*    |
| 3rd Shift  | 20.60<br>+1.00*    | 24.97<br>+1.00*    | 31.21<br>+1.50*    | 37.45<br>+2.00*    | 43.69<br>+2.50*    | 46.82<br>+2.50*    |
| 04/01/2024 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.01<br>+1.00* | \$ 19.40<br>+1.00* | \$ 24.25<br>+1.50* | \$ 29.10<br>+2.00* | \$ 33.95<br>+2.50* | \$ 36.38<br>+2.50* |
| 2nd Shift  | 18.78<br>+1.00*    | 22.76<br>+1.00*    | 28.45<br>+1.50*    | 34.13<br>+2.00*    | 39.82<br>+2.50*    | 42.67<br>+2.50*    |
| 3rd Shift  | 21.04<br>+1.00*    | 25.49<br>+1.00*    | 31.86<br>+1.50*    | 38.24<br>+2.00*    | 44.61<br>+2.50*    | 47.80<br>+2.50*    |
| 09/01/2024 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.01<br>+1.00* | \$ 19.40<br>+1.00* | \$ 24.25<br>+1.00* | \$ 29.10<br>+2.00* | \$ 33.95<br>+2.50* | \$ 36.38<br>+2.50* |
| 2nd Shift  | 18.78<br>+1.00*    | 22.76<br>+1.00*    | 28.45<br>+1.00*    | 34.13<br>+2.00*    | 39.82<br>+2.50*    | 42.67<br>+2.50*    |
| 3rd Shift  | 21.04<br>+1.00*    | 25.49<br>+1.00*    | 31.86<br>+1.00*    | 38.24<br>+2.00*    | 44.61<br>+2.50*    | 47.80<br>+2.50*    |

| 04/01/2025 | 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      |
|------------|----------|----------|----------|----------|----------|----------|
| 1st Shift  | \$ 16.34 | \$ 19.80 | \$ 24.75 | \$ 29.70 | \$ 34.65 | \$ 37.13 |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |
| 2nd Shift  | 19.17    | 23.23    | 29.03    | 34.84    | 40.64    | 43.55    |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |
| 3rd Shift  | 21.47    | 26.02    | 32.52    | 39.03    | 45.53    | 48.79    |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

**SUPPLEMENTAL BENEFITS per hour:**

07/01/2023

|          |                                              |
|----------|----------------------------------------------|
| 1st term | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term | \$ 16.28 plus 3% of straight or premium wage |
| 3rd term | \$ 18.28 plus 3% of straight or premium wage |
| 4th term | \$ 18.78 plus 3% of straight or premium wage |
| 5th term | \$ 20.28 plus 3% of straight or premium wage |
| 6th term | \$ 20.28 plus 3% of straight or premium wage |

09/01/2024

|          |                                              |
|----------|----------------------------------------------|
| 1st term | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term | \$ 17.78 plus 3% of straight or premium wage |
| 3rd term | \$ 18.78 plus 3% of straight or premium wage |
| 4th term | \$ 19.78 plus 3% of straight or premium wage |
| 5th term | \$ 21.28 plus 3% of straight or premium wage |
| 6th term | \$ 21.28 plus 3% of straight or premium wage |

11-363/1

**Electrician**

**11/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

**WAGES**

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour:

| Electrician Wireman/ Technician<br>Electrical/Technician Projects<br>under \$ 250,000.00 | 07/01/2023 | 04/01/2024 |
|------------------------------------------------------------------------------------------|------------|------------|
|                                                                                          | \$ 45.50   | \$ 46.50   |
|                                                                                          | + 9.00*    | + 9.50*    |
| over \$ 250,000.00                                                                       | \$ 49.50   | \$ 50.50   |
|                                                                                          | + 9.00*    | + 9.50*    |

**SHIFT DIFFERENTIAL:** On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

| Electrical/Technician Projects<br>under \$ 250,000.00 |          |          |
|-------------------------------------------------------|----------|----------|
|                                                       | \$ 53.39 | \$ 54.56 |
|                                                       | + 9.00*  | + 9.50*  |
| over \$ 250,000.00                                    | \$ 58.08 | \$ 59.30 |
|                                                       | + 9.00*  | + 9.50*  |

Shift worked between 12:30am & 8:30am

| Electrical/Technician Projects<br>under \$ 250,000.00 |          |          |
|-------------------------------------------------------|----------|----------|
|                                                       | \$ 59.81 | \$ 61.12 |
|                                                       | + 9.00*  | + 9.50*  |

|                    |                     |                     |
|--------------------|---------------------|---------------------|
| over \$ 250,000.00 | \$ 65.06<br>+ 9.00* | \$ 66.35<br>+ 9.50* |
|--------------------|---------------------|---------------------|

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

#### SUPPLEMENTAL BENEFITS

|            |                                                    |                                                    |
|------------|----------------------------------------------------|----------------------------------------------------|
| Per hour:  | 07/01/2023                                         | 04/01/2024                                         |
| Journeyman | \$ 28.68 plus<br>3% of straight<br>or premium wage | \$ 29.68 plus<br>3% of straight<br>or premium wage |

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

#### REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

|            |                    |                    |                    |                    |                    |                    |
|------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 07/01/2023 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 14.25<br>+1.00* | \$ 19.00<br>+1.00* | \$ 23.75<br>+1.50* | \$ 28.50<br>+2.00* | \$ 33.25<br>+2.50* | \$ 35.63<br>+2.50* |
| 2nd Shift  | 16.72<br>+1.00*    | 22.29<br>+1.00*    | 27.86<br>+1.50*    | 33.43<br>+2.00*    | 39.00<br>+2.50*    | 41.79<br>+2.50*    |
| 3rd Shift  | 18.72<br>+1.00*    | 24.97<br>+1.00*    | 31.21<br>+1.50*    | 37.45<br>+2.00*    | 43.69<br>+2.50*    | 46.82<br>+2.50*    |
| 09/01/2023 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 15.68<br>+1.00* | \$ 19.00<br>+1.00* | \$ 23.75<br>+1.50* | \$ 28.50<br>+2.00* | \$ 33.25<br>+2.50* | \$ 35.63<br>+2.50* |
| 2nd Shift  | 18.39<br>+1.00*    | 22.29<br>+1.00*    | 27.86<br>+1.50*    | 33.43<br>+2.00*    | 39.00<br>+2.50*    | 41.79<br>+2.50*    |
| 3rd Shift  | 20.60<br>+1.00*    | 24.97<br>+1.00*    | 31.21<br>+1.50*    | 47.45<br>+2.00*    | 43.69<br>+2.50*    | 46.82<br>+2.50*    |
| 04/01/2024 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.01<br>+1.00* | \$ 19.40<br>+1.00* | \$ 24.25<br>+1.50* | \$ 29.10<br>+2.00* | \$ 33.95<br>+2.50* | \$ 36.38<br>+2.50* |
| 2nd Shift  | 18.78<br>+1.00*    | 22.76<br>+1.00*    | 28.45<br>+1.50*    | 34.13<br>+2.00*    | 39.82<br>+2.50*    | 42.67<br>+2.50*    |
| 3rd Shift  | 21.04<br>+1.00*    | 25.49<br>+1.00*    | 31.86<br>+1.50*    | 38.24<br>+2.00*    | 44.61<br>+2.50*    | 47.80<br>+2.50*    |
| 09/01/2024 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.01<br>+1.00* | \$ 19.40<br>+1.00* | \$ 24.25<br>+1.00* | \$ 29.10<br>+2.00* | \$ 33.95<br>+2.50* | \$ 36.38<br>+2.50* |
| 2nd Shift  | 18.78<br>+1.00*    | 22.76<br>+1.00*    | 28.45<br>+1.00*    | 34.13<br>+2.00*    | 39.82<br>+2.50*    | 42.67<br>+2.50*    |
| 3rd Shift  | 21.04<br>+1.00*    | 25.49<br>+1.00*    | 31.86<br>+1.00*    | 38.24<br>+2.00*    | 44.61<br>+2.50*    | 47.80<br>+2.50*    |
| 04/01/2025 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.34<br>+1.00* | \$ 19.80<br>+1.00* | \$ 24.75<br>+1.00* | \$ 29.70<br>+2.00* | \$ 34.65<br>+2.50* | \$ 37.13<br>+2.50* |
| 2nd Shift  | 19.17<br>+1.00*    | 23.23<br>+1.00*    | 29.03<br>+1.00*    | 34.84<br>+2.00*    | 40.64<br>+2.50*    | 43.55<br>+2.50*    |

|           |                 |                 |                 |                 |                 |                 |
|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 3rd Shift | 21.47<br>+1.00* | 26.02<br>+1.00* | 32.52<br>+1.00* | 39.03<br>+2.00* | 45.53<br>+2.50* | 48.79<br>+2.50* |
|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

**SUPPLEMENTAL BENEFITS** per hour:

**07/01/2023**

|          |                                              |
|----------|----------------------------------------------|
| 1st term | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term | \$ 16.28 plus 3% of straight or premium wage |
| 3rd term | \$ 18.28 plus 3% of straight or premium wage |
| 4th term | \$ 18.78 plus 3% of straight or premium wage |
| 5th term | \$ 20.28 plus 3% of straight or premium wage |
| 6th term | \$ 20.28 plus 3% of straight or premium wage |

**09/01/2024**

|          |                                              |
|----------|----------------------------------------------|
| 1st term | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term | \$ 17.78 plus 3% of straight or premium wage |
| 3rd term | \$ 18.78 plus 3% of straight or premium wage |
| 4th term | \$ 19.78 plus 3% of straight or premium wage |
| 5th term | \$ 21.28 plus 3% of straight or premium wage |
| 6th term | \$ 21.28 plus 3% of straight or premium wage |

11-363/2

**Elevator Constructor**

**11/01/2023**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

Rockland: Only the Township of Stony Point.

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

**WAGES**

| Per Hour | 07/01/2023                   | 01/01/2024                   |
|----------|------------------------------|------------------------------|
| Mechanic | \$ 67.35                     | \$ 70.15                     |
| Helper   | 70% of Mechanic<br>Wage Rate | 70% of Mechanic<br>Wage Rate |

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

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

**SUPPLEMENTAL BENEFITS**

| Per hour          | 07/01/2023 | 01/01/2024 |
|-------------------|------------|------------|
| Journeyman/Helper | \$ 37.335* | \$ 37.885* |

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour:

|         |         |        |        |        |
|---------|---------|--------|--------|--------|
| 0-6 mo* | 6-12 mo | 2nd yr | 3rd yr | 4th yr |
| 50 %    | 55 %    | 65 %   | 70 %   | 80 %   |

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

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

|                |                   |
|----------------|-------------------|
| <b>Glazier</b> | <b>11/01/2023</b> |
|----------------|-------------------|

**JOB DESCRIPTION** Glazier

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 61.64

\*Scaffolding 65.64

Window Film

\*\*Repair & Maintenance 30.76

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 40.20

Window Film

Repair & Maintenance 23.19

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

For 'Repair & Maintenance'

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

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

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

7/01/2023

1st term \$ 21.93

2nd term 30.05

3rd term 39.95

4th term 48.97

Supplemental Benefits:

(Per hour)

1st term \$ 18.25

2nd term 25.97

3rd term 31.27

4th term 34.32

8-1087 (DC9 NYC)

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Insulator - Heat &amp; Frost</b> | <b>11/01/2023</b> |
|-------------------------------------|-------------------|

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 8

## ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

## WAGES

| Per hour:                          | 07/01/2023 | 06/01/2024 |
|------------------------------------|------------|------------|
| Insulator                          | \$ 59.25   | + \$ 2.50  |
| Discomfort & Additional Training** | 62.31      | + \$ 2.50  |
| Fire Stop Work*                    | 31.77      | + \$ 2.50  |

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

|                                  |          |
|----------------------------------|----------|
| Journeyworker                    | \$ 37.35 |
| Discomfort & Additional Training | 39.39    |
| Fire Stop Work:<br>Journeyworker | 19.03    |

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

\*Note: Labor Day triple time if worked.

## REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

| 1st      | 2nd      | 3rd      | 4th      |
|----------|----------|----------|----------|
| \$ 31.77 | \$ 37.26 | \$ 42.76 | \$ 48.26 |

Discomfort & Additional Training Apprentices:

| 1st      | 2nd      | 3rd      | 4th      |
|----------|----------|----------|----------|
| \$ 33.30 | \$ 39.09 | \$ 44.90 | \$ 50.71 |

Supplemental Benefits paid per hour:

Insulator Apprentices:

|          |          |
|----------|----------|
| 1st term | \$ 19.03 |
| 2nd term | 22.69    |
| 3rd term | 26.36    |
| 4th term | 30.03    |

Discomfort & Additional Training Apprentices:

|          |          |
|----------|----------|
| 1st term | \$ 20.06 |
| 2nd term | 23.92    |
| 3rd term | 27.78    |
| 4th term | 31.66    |

8-91

**Ironworker**

**11/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

## ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

## WAGES

Per hour:

|                  | 07/01/2023 | 07/01/2024<br>Additional | 07/01/2025<br>Additional | 07/01/2026<br>Additional |
|------------------|------------|--------------------------|--------------------------|--------------------------|
| Structural       | \$ 52.63   | \$ 2.00*                 | \$ 2.00*                 | \$2.00*                  |
| Reinforcing*     | 52.63      | 2.00*                    | 2.00*                    | 2.00*                    |
| Ornamental       | 52.63      | 2.00*                    | 2.00*                    | 2.00*                    |
| Chain Link Fence | 52.63      | 2.00*                    | 2.00*                    | 2.00*                    |

\* To be allocated at a later date.

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

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

|           |          |
|-----------|----------|
| 1st Shift | \$ 52.63 |
| 2nd Shift | 67.34    |
| 3rd Shift | 72.24    |

\*\*Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

## SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 43.47 |
|------------|----------|

## OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

## REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

|           | 1st yr   | 2nd yr   | 3rd yr   | 4th yr   |
|-----------|----------|----------|----------|----------|
| 1st Shift | \$ 26.32 | \$ 31.58 | \$ 36.85 | \$ 42.10 |
| 2nd Shift | 36.16    | 42.40    | 48.64    | 54.86    |
| 3rd Shift | 39.45    | 46.00    | 52.57    | 59.12    |

Supplemental Benefits per hour:

|          |          |
|----------|----------|
| 1st year | \$ 37.35 |
| 2nd year | 38.57    |
| 3rd year | 39.80    |
| 4th year | 41.02    |

11-417

## Laborer - Building

11/01/2023

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

## ENTIRE COUNTIES

Dutchess

## PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

## WAGES

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL\*

WAGES: (per hour)

|         | 07/01/2023 | 06/01/2024 | 06/01/2025<br>Additional | 06/01/2026<br>Additional |
|---------|------------|------------|--------------------------|--------------------------|
| Class 4 | \$ 47.30   | \$ 49.00   | \$ 2.90*                 | \$ 3.00*                 |

\*To be allocated at a later date.



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

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

#### SUPPLEMENTAL BENEFITS

|            |          |          |
|------------|----------|----------|
| Per hour:  |          |          |
| Journeyman | \$ 32.40 | \$ 33.50 |
| Shift      | 39.46    | \$ 40.84 |

#### OVERTIME PAY

See (B, \*E, E5, \*\*Q) on OVERTIME PAGE

\*For first 8 hours on Saturday

\*\*When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

#### HOLIDAY

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

#### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

|          | 07/01/2023 | 06/01/2024 |
|----------|------------|------------|
| 1st term | \$ 27.05   | \$ 28.05   |
| 2nd term | 31.25      | 32.35      |
| 3rd term | 35.40      | 36.70      |
| 4th term | 39.55      | 41.00      |

|                                 |          |          |
|---------------------------------|----------|----------|
| Supplemental Benefits per hour: |          |          |
| All Terms Regular               | \$ 28.33 | \$ 29.23 |
| All Terms Shift Rate            | 34.27    | TBD      |

11-17tox B

|                           |                   |
|---------------------------|-------------------|
| <b>Laborer - Building</b> | <b>11/01/2023</b> |
|---------------------------|-------------------|

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess

#### PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

#### WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

|           | 07/01/2023 | 06/01/2024 |
|-----------|------------|------------|
| GROUP # 1 | \$ 39.00*  | + \$ 2.00  |
| GROUP # 2 | 41.35*     | + \$ 2.00  |

\*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

#### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 28.60 |
|------------|----------|

#### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

### REGISTERED APPRENTICES

Wages per hour: 07/01/2023

1000 Hour terms

|          |          |
|----------|----------|
| 1st term | \$ 28.08 |
| 2nd term | 31.90    |
| 3rd term | 35.72    |
| 4th term | 39.54    |

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$ 23.20

8-235

### Laborer - Heavy&Highway

11/01/2023

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

### WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

| WAGES per hour | 07/01/2023 | 05/01/2024 |
|----------------|------------|------------|
| Group I:       | \$ 48.05   | + \$ 2.25  |
| Group II:      | 46.70      | + \$ 2.25  |
| Group III:     | 46.30      | + \$ 2.25  |
| Group IV:      | 45.95      | + \$ 2.25  |
| Group V:       | 45.60      | + \$ 2.25  |
| Group V(A):    | 39.25      | + \$ 2.25  |
| Group VI:      | 47.60      | + \$ 2.25  |

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

### SUPPLEMENTAL BENEFITS

|            |            |
|------------|------------|
| Per hour:  | 07/01/2023 |
| Journeyman | \$ 28.05   |
|            | 38.35*     |

\*Applies for contracting agency mandated irregular shift work

### OVERTIME PAY

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

### HOLIDAY

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

### REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

|          |          |
|----------|----------|
| 1st Term | \$ 28.08 |
| 2nd Term | 31.90    |
| 3rd Term | 35.72    |
| 4th Term | 39.54    |

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.  
All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

|                                 |          |
|---------------------------------|----------|
| Supplemental Benefits per hour: |          |
| All Terms                       | \$ 23.20 |

8-235h

### Laborer - Heavy&Highway

11/01/2023

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown,Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

### WAGES

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION\*(Five feet or more outside of building foundation line)

|                  |            |            |
|------------------|------------|------------|
| WAGES:(per hour) | 07/01/2023 | 06/01/2024 |
|                  |            | Additional |
| Class 3          | \$ 49.40   | \$ 2.45*   |

\* To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

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

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

### SUPPLEMENTAL BENEFITS

|            |          |
|------------|----------|
| Per hour:  |          |
| Journeyman | \$ 32.28 |
| Shift      | 37.96    |

### OVERTIME PAY

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.  
\*\*For Saturday Holidays, Two and one Half Benefits for all hours worked.  
\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

#### HOLIDAY

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

#### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

|          | 07/01/2023 | 06/01/2024 |
|----------|------------|------------|
| 1st term | \$ 27.05   | \$ 28.05   |
| 2nd term | 31.25      | 32.35      |
| 3rd term | 35.40      | 36.70      |
| 4th term | 39.55      | 41.00      |

Supplemental Benefits per hour:

|                      |          |          |
|----------------------|----------|----------|
| All Terms Regular    | \$ 28.33 | \$ 29.23 |
| All Terms Shift Rate | 33.08    | TBD      |

11-17tox HH

#### Laborer - Tunnel

11/01/2023

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

#### WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

|         | 07/01/2023 | 06/01/2024 | 06/01/2025 |
|---------|------------|------------|------------|
| Class 1 | \$ 55.55   | \$ 57.05   | \$ 58.55   |
| Class 2 | 57.70      | 59.20      | 60.70      |
| Class 4 | 64.10      | 65.60      | 67.10      |
| Class 5 | 47.65      | 49.90      | 51.40      |

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

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

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

#### SUPPLEMENTAL BENEFITS

Per hour:

|           |          |          |          |
|-----------|----------|----------|----------|
| Benefit 1 | \$ 35.73 | \$ 36.98 | \$ 38.23 |
| Benefit 2 | 51.01    | TBD      | TBD      |
| Benefit 3 | 71.28    | TBD      | TBD      |

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

#### OVERTIME PAY

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

#### HOLIDAY

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

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

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

### REGISTERED APPRENTICES

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

11-17/60/235/754Tun

## Lineman Electrician

11/01/2023

### JOB DESCRIPTION Lineman Electrician

### DISTRICT 6

#### ENTIRE COUNTIES

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

#### WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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

| Per hour:               | 07/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|
| Lineman, Technician     | \$ 57.40   | \$ 58.90   |
| Crane, Crawler Backhoe  | 57.40      | 58.90      |
| Welder, Cable Splicer   | 57.40      | 58.90      |
| Digging Mach. Operator  | 51.66      | 53.01      |
| Tractor Trailer Driver  | 48.79      | 50.07      |
| Groundman, Truck Driver | 45.92      | 47.12      |
| Equipment Mechanic      | 45.92      | 47.12      |
| Flagman                 | 34.44      | 35.34      |

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

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

|                         |          |          |
|-------------------------|----------|----------|
| Lineman, Technician     | \$ 57.40 | \$ 58.90 |
| Crane, Crawler Backhoe  | 57.40    | 58.90    |
| Cable Splicer           | 63.14    | 64.79    |
| Certified Welder,       |          |          |
| Pipe Type Cable         | 60.27    | 61.85    |
| Digging Mach. Operator  | 51.66    | 53.01    |
| Tractor Trailer Driver  | 48.79    | 50.07    |
| Groundman, Truck Driver | 45.92    | 47.12    |
| Equipment Mechanic      | 45.92    | 47.12    |
| Flagman                 | 34.44    | 35.34    |

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

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

|                         |          |          |
|-------------------------|----------|----------|
| Lineman, Tech, Welder   | \$ 58.72 | \$ 60.22 |
| Crane, Crawler Backhoe  | 58.72    | 60.22    |
| Cable Splicer           | 64.59    | 66.24    |
| Certified Welder,       |          |          |
| Pipe Type Cable         | 61.66    | 63.23    |
| Digging Mach. Operator  | 52.85    | 54.20    |
| Tractor Trailer Driver  | 49.91    | 51.19    |
| Groundman, Truck Driver | 46.98    | 48.18    |
| Equipment Mechanic      | 46.98    | 48.18    |
| Flagman                 | 35.23    | 36.13    |

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

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

|                         |          |          |
|-------------------------|----------|----------|
| Lineman, Tech, Welder   | \$ 59.91 | \$ 61.41 |
| Crane, Crawler Backhoe  | 59.91    | 61.41    |
| Cable Splicer           | 59.91    | 61.41    |
| Digging Mach. Operator  | 53.92    | 55.27    |
| Tractor Trailer Driver  | 50.92    | 52.20    |
| Groundman, Truck Driver | 47.93    | 49.13    |
| Equipment Mechanic      | 47.93    | 49.13    |
| Flagman                 | 35.95    | 36.85    |

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

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

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

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

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

## OVERTIME PAY

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

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

## HOLIDAY

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

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

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

### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a

### Lineman Electrician - Teledata

11/01/2023

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

Per hour:

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

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

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

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

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

### SUPPLEMENTAL BENEFITS

|            |                                        |                                        |                                        |
|------------|----------------------------------------|----------------------------------------|----------------------------------------|
| Per hour:  | 07/01/2023                             | 01/01/2024                             | 01/01/2025                             |
| Journeyman | \$ 5.70                                | \$ 5.70                                | \$ 5.70                                |
|            | *plus 3% of<br>the hourly<br>wage paid | *plus 3% of<br>the hourly<br>wage paid | *plus 3% of<br>the hourly<br>wage paid |

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

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting**

**11/01/2023**

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

**DISTRICT 6**

**ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

**WAGES**

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

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

A flagger's duties shall consist of traffic control only.  
(Ref #14.01.02)

| Per hour:               | 07/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|
| Lineman, Technician     | \$ 50.60   | \$ 51.82   |
| Crane, Crawler Backhoe  | 50.60      | 51.82      |
| Certified Welder        | 53.13      | 54.41      |
| Digging Machine         | 45.54      | 46.64      |
| Tractor Trailer Driver  | 43.01      | 44.05      |
| Groundman, Truck Driver | 40.48      | 41.46      |
| Equipment Mechanic      | 40.48      | 41.46      |
| Flagman                 | 30.36      | 31.09      |

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

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

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



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

#### OVERTIME PAY

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

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

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249aReg8LT

#### Lineman Electrician - Tree Trimmer

11/01/2023

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

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

| Per hour:          | 07/01/2023 | 12/31/2023 |
|--------------------|------------|------------|
| Tree Trimmer       | \$ 29.80   | \$ 31.44   |
| Equipment Operator | 26.35      | 27.80      |
| Equipment Mechanic | 26.35      | 27.80      |
| Truck Driver       | 21.95      | 23.15      |
| Groundman          | 18.07      | 19.07      |
| Flag person        | 14.20      | 14.20*     |

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

#### SUPPLEMENTAL BENEFITS

Per hour:

|            | 07/01/2023                               | 12/31/2023                               |
|------------|------------------------------------------|------------------------------------------|
| Journeyman | \$ 10.48                                 | \$ 10.48                                 |
|            | *plus 4.5% of<br>the hourly<br>wage paid | *plus 4.5% of<br>the hourly<br>wage paid |

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

#### OVERTIME PAY

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

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

**HOLIDAY**

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.  
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>11/01/2023</b> |
|-------------------------|-------------------|

**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:

|            |           |
|------------|-----------|
| 07/01/2023 | 7/03/2023 |
|------------|-----------|

|                          |          |          |
|--------------------------|----------|----------|
| Marble Cutters & Setters | \$ 62.82 | \$ 63.12 |
|--------------------------|----------|----------|

**SUPPLEMENTAL BENEFITS**

Per Hour:

|               |          |          |
|---------------|----------|----------|
| Journeyworker | \$ 39.03 | \$ 39.34 |
|---------------|----------|----------|

**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:

07/01/2023

750 hour terms at the following wage

| 1st      | 2nd       | 3rd       | 4th       | 5th       | 6th       | 7th       | 8th      |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| 0-3000   | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6750 | 6751-7500 | 7500+    |
| \$ 26.42 | \$ 39.62  | \$ 42.91  | \$ 46.22  | \$ 49.52  | \$ 53.38  | \$ 59.67  | \$ 62.82 |

Supplemental Benefits per hour:

07/01/2023

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 25.38 | \$ 28.86 | \$ 29.74 | \$ 30.60 | \$ 31.48 | \$ 36.44 | \$ 38.17 | \$ 39.03 |

07/03/2023

Wage Per Hour:

750 hour terms at the following wage.

| 1st      | 2nd       | 3rd       | 4th       | 5th       | 6th       | 7th       | 8th      |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| 0-3000   | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6750 | 6751-7500 | 7500+    |
| \$ 26.60 | \$ 39.82  | \$ 43.13  | \$ 46.45  | \$ 49.78  | \$ 53.64  | \$ 59.95  | \$ 63.12 |

Supplemental Benefits Per Hour:

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 25.54 | \$ 29.09 | \$ 29.97 | \$ 30.84 | \$ 31.72 | \$ 36.73 | \$ 38.48 | \$ 39.34 |

9-7/4

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>11/01/2023</b> |
|-------------------------|-------------------|

**JOB DESCRIPTION** Mason - Building

**DISTRICT 11**

## ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

## PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

## WAGES

Per hour:

07/01/2023

|                       |          |
|-----------------------|----------|
| Bricklayer            | \$ 45.00 |
| Cement Mason          | 45.00    |
| Plasterer/Stone Mason | 45.00    |
| Pointer/Caulker       | 45.00    |

Additional \$1.00 per hour for power saw work

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

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 37.39 |
|------------|----------|

## OVERTIME PAY

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

Saturday, they will be observed on Friday.

## REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5du-b

## Mason - Building

11/01/2023

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

## ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

## WAGES

Per hour:

07/01/2023

12/04/2023

06/03/2024

Building:

Additional

Additional

Tile, Marble,& Terrazzo

Mechanic/Setter \$ 57.29

\$ 0.64

\$ 0.64

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 23.06\*  
+ \$7.68

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

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

| 1st        | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1-         | 751-    | 1501-   | 2251-   | 3001-   | 3751-   | 4501-   | 5251-   | 6001-   | 6751-   |
| 750        | 1500    | 2250    | 3000    | 3750    | 4500    | 5250    | 6000    | 6750    | 7500    |
| 07/01/2023 |         |         |         |         |         |         |         |         |         |
| \$21.70    | \$26.66 | \$33.75 | \$38.69 | \$42.25 | \$45.70 | \$49.29 | \$54.23 | \$57.09 | \$61.25 |

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

| 1st        | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2023 |          |          |          |          |          |          |          |          |          |
| \$12.55*   | \$12.55* | \$15.36* | \$15.36* | \$16.36* | \$17.86* | \$18.86* | \$18.86* | \$16.86* | \$22.11* |
| +\$0.73    | +\$0.78  | +\$0.88  | +\$0.88  | +\$1.37  | +\$1.42  | +\$1.83  | +\$1.88  | +\$6.03  | +\$6.61  |

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

| 1st        | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1-         | 751-    | 1501-   | 2251-   | 3001-   | 3751-   | 4501-   | 5251-   | 6001-   | 6751-   |
| 750        | 1500    | 2250    | 3000    | 3750    | 4500    | 5250    | 6000    | 6750    | 7500    |
| 07/01/2023 |         |         |         |         |         |         |         |         |         |
| \$19.83    | \$23.92 | \$25.89 | \$29.98 | \$32.74 | \$36.32 | \$39.61 | \$42.71 | \$44.31 | \$47.73 |

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

| 1st        | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2023 |          |          |          |          |          |          |          |          |          |
| \$12.55*   | \$12.55* | \$14.66* | \$14.66* | \$15.60* | \$16.16* | \$16.66* | \$17.66* | \$15.66* | \$20.41* |
| +\$0.65    | +\$0.69  | +\$0.74  | +\$0.78  | +\$1.15  | +\$1.19  | +\$1.53  | +\$1.57  | +\$6.09  | +\$6.18  |

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

9-7/52B

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

|                                      |            |            |            |
|--------------------------------------|------------|------------|------------|
| Per hour:                            | 07/01/2023 | 12/04/2023 | 06/03/2024 |
| Building                             |            | Additional | Additional |
| Tile, Marble, &<br>Terrazzo Finisher | \$ 47.06   | \$ 0.55    | \$ 0.54    |

**SUPPLEMENTAL BENEFITS**

Journeyworker:

|          |           |
|----------|-----------|
| Per Hour | \$ 20.16* |
|          | + \$7.55  |

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

**OVERTIME PAY**

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

Double time rate applies after 10 hours on Saturdays.

**HOLIDAY**

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

9-7/88B-tf

**Mason - Heavy&Highway**

**11/01/2023**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

|                    |            |
|--------------------|------------|
| Per hour:          | 07/01/2023 |
| Bricklayer         | \$ 45.50   |
| Cement Mason       | 45.50      |
| Marble/Stone Mason | 45.50      |
| Plasterer          | 45.50      |
| Pointer/Caulker    | 45.50      |

Additional \$1.00 per hour for power saw work

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

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

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

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

**SUPPLEMENTAL BENEFITS**

|            |          |
|------------|----------|
| Per hour:  |          |
| Journeyman | \$ 37.39 |

**OVERTIME PAY**

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

**HOLIDAY**

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

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

- Supplemental Benefits are not paid for paid Holiday

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

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

## REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5du-H/H

### Operating Engineer - Building

11/01/2023

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 9

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

#### WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2023

Building Construction:

|                |          |
|----------------|----------|
| Party Chief    | \$ 77.39 |
| Instrument Man | 61.25    |
| Rodman         | 41.39    |

Steel Erection:

|                |       |
|----------------|-------|
| Party Chief    | 80.16 |
| Instrument Man | 63.60 |
| Rodman         | 44.23 |

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

|                |       |
|----------------|-------|
| Party Chief    | 85.74 |
| Instrument man | 64.40 |
| Rodman         | 54.90 |

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Building Construction \$ 28.04\* +\$ 7.65

Steel Erection 28.64\* +\$ 7.65

Heavy Construction 28.85\* +\$ 7.64

\* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

21.19

## OVERTIME PAY

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

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

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

## HOLIDAY

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

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

9-15Db

## Operating Engineer - Building

11/01/2023

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## PARTIAL COUNTIES

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

## WAGES

### GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

|                            | 07/01/2023 | 03/04/2024 |
|----------------------------|------------|------------|
| GROUP I                    |            |            |
| Cranes- up to 49 tons      | \$ 66.23   | \$ 67.43   |
| Cranes- 50 tons to 99 tons | 68.53      | 69.77      |
| Cranes- 100 tons and over  | 78.21      | 79.64      |
| GROUP I-A                  | 58.01      | 59.04      |
| GROUP I-B                  | 53.48      | 54.41      |
| GROUP II                   | 55.98      | 56.97      |
| GROUP III-A                | 53.94      | 54.88      |
| GROUP III-B                | 51.35      | 52.25      |
| GROUP IV-A                 | 53.40      | 54.33      |
| GROUP IV-B                 | 45.17      | 45.94      |
| GROUP V                    | 48.69      | 49.53      |
| Group VI-A                 | 56.96      | 57.96      |
| GROUP VI-B                 |            |            |
| Utility Man                | 46.21      | 47.00      |
| Warehouse Man              | 48.52      | 49.26      |

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
Loader operators over 5 cubic yard capacity additional .50 per hour.  
Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

|               |          |          |
|---------------|----------|----------|
| Journeyworker | \$ 31.57 | \$ 32.32 |
|---------------|----------|----------|

**OVERTIME PAY**

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

**HOLIDAY**

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

8-137B

**Operating Engineer - Building**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASS A1\*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

**CLASS A:**

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

**CLASS B:**

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).



**CLASS C:**

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

\*\*\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

|           | 07/01/2023 | 07/01/2024 |
|-----------|------------|------------|
| Class A1* | \$ 50.93   | \$ 53.11   |
| Class A   | 50.44      | 52.62      |
| Class B   | 49.42      | 51.60      |
| Class C   | 46.52      | 48.70      |

**(\*) TONNAGE RATING PREMIUMS:**

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

|            | 07/01/2023 | 07/01/2024 |
|------------|------------|------------|
| Journeyman | \$ 31.30   | \$32.40    |

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

|           | 07/01/2023 | 07/01/2024 |
|-----------|------------|------------|
| All terms | \$ 26.60   | \$27.70    |

1-158 Alb

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

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

**WAGES**

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

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

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

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

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

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

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

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

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

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

**SHIFT DIFFERENTIAL:**

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

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

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

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

### SUPPLEMENTAL BENEFITS

Per hour:

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

\*This amount is subject to premium

### OVERTIME PAY

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

### HOLIDAY

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

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

\* For Holiday codes 8,15,25,26 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

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

### REGISTERED APPRENTICES

(1)year terms at the following rate.

|                                 |          |          |
|---------------------------------|----------|----------|
| 1st term                        | \$ 29.63 | \$ 30.21 |
| 2nd term                        | 35.56    | 36.25    |
| 3rd term                        | 41.48    | 42.30    |
| 4th term                        | 47.41    | 48.34    |
| Supplemental Benefits per hour: |          |          |
|                                 | 25.70    | 26.85    |

8-137HH

### Operating Engineer - Heavy&Highway

11/01/2023

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 1

### ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

### PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

### WAGES

CLASSIFICATION A1\*: All Cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blast (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Insert (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

|           | 07/01/2023 | 07/01/2024 |
|-----------|------------|------------|
| Class A1* | \$55.63    | 57.90      |
| Class A   | 52.63      | 54.90      |
| Class B   | 51.72      | 53.99      |
| Class C   | 49.15      | 51.42      |

**(\*) TONNAGE RATING PREMIUMS:**

Cranes over 1000 tons, A1 rate plus \$7.00  
Cranes from 800-999 tons, A1 rate plus \$6.00  
Cranes from 600-799 tons, A1 rate plus \$5.00  
Cranes from 400-599 tons, A1 rate plus \$4.00  
Cranes from 200-399 tons, A1 rate plus \$3.00  
Cranes from 111-199 tons, A1 rate plus \$2.00  
Cranes from 65-110 tons, A1 rate plus \$1.50  
Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

-- Tower Cranes, A1 rate plus \$3.00

-- Cranes in Luffer Configuration, A1 rate plus \$5.00

-- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

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

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

## SUPPLEMENTAL BENEFITS

Per hour

|  |            |            |
|--|------------|------------|
|  | 07/01/2023 | 07/01/2024 |
|--|------------|------------|

|                |          |          |
|----------------|----------|----------|
| Journey person | \$ 31.50 | \$ 32.60 |
|----------------|----------|----------|

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

## REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

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

Supplemental Benefits per hour worked

|  |            |            |
|--|------------|------------|
|  | 07/01/2023 | 07/01/2024 |
|--|------------|------------|

|           |          |         |
|-----------|----------|---------|
| All Terms | \$ 26.25 | \$27.10 |
|-----------|----------|---------|

1-158H/H Alb

## Operating Engineer - Heavy&Highway

11/01/2023

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 9

## ENTIRE COUNTIES

Putnam, Westchester

## PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

## WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2023

|                |          |
|----------------|----------|
| Party Chief    | \$ 81.72 |
| Instrument Man | 61.43    |
| Rodman         | 52.40    |

## SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

All Categories  
Straight Time: \$ 25.25\* + \$7.64

Premium:  
Time & 1/2 \$ 37.88\* + \$7.64

Double Time \$ 50.50\* + \$7.64

Non-Worked Holiday Supplemental Benefits:  
\$ 21.19

**OVERTIME PAY**

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

\* Doubletime paid on all hours in excess of 8 hours on Saturday

**HOLIDAY**

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

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

9-15Dh

**Operating Engineer - Heavy&Highway - Tunnel**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

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

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

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

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

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

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

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

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

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

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2023 03/04/2024

|            |          |          |
|------------|----------|----------|
| GROUP I    | \$ 67.27 | \$ 68.63 |
| GROUP I-A  | 59.26    | 60.42    |
| GROUP I-B  | 62.46    | 63.70    |
| GROUP II-A | 56.74    | 57.84    |
| GROUP II-B | 58.52    | 59.67    |
| GROUP III  | 55.74    | 56.81    |
| GROUP IV-A | 50.63    | 51.57    |

|                      |       |       |
|----------------------|-------|-------|
| GROUP IV-B           | 43.43 | 44.19 |
| GROUP V-A            |       |       |
| Engineer-Cranes      | 76.24 | 77.82 |
| Engineer-Pile Driver | 73.61 | 75.13 |
| Hoist Engineer       | 69.01 | 70.41 |
| Jersey Spreader/Post |       |       |
| Hole Digger          | 58.06 | 59.19 |

#### SHIFT DIFFERENTIAL:

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

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

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

#### OVERTIME PAY

See (D, O, \*U, V) on OVERTIME PAGE

#### HOLIDAY

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

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

\* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

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

#### REGISTERED APPRENTICES

(1)year terms at the following rates:

|          |          |          |
|----------|----------|----------|
| 1st term | \$ 29.63 | \$ 30.21 |
| 2nd term | 35.56    | 36.25    |
| 3rd term | 41.48    | 42.30    |
| 4th term | 47.41    | 48.34    |

Supplemental Benefits per hour:

|           |          |          |
|-----------|----------|----------|
| All terms | \$ 25.70 | \$ 26.85 |
|-----------|----------|----------|

8-137Tun

#### Operating Engineer - Marine Dredging

11/01/2023

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

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

|                                       |            |            |
|---------------------------------------|------------|------------|
| Per Hour:                             | 07/01/2023 | 10/01/2023 |
| CLASS A1                              | \$ 43.94   | \$ 45.26   |
| Deck Captain, Leverman                |            |            |
| Mechanical Dredge Operator            |            |            |
| Licensed Tug Operator 1000HP or more. |            |            |
| CLASS A2                              | 39.16      | 40.33      |

Crane Operator (360 swing)

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

|                                    |       |       |
|------------------------------------|-------|-------|
| CLASS B1                           | 38.00 | 39.14 |
| Derrick Operator (180 swing)       |       |       |
| Spider/Spill Barge Operator        |       |       |
| Operator II, Fill Placer,          |       |       |
| Engineer, Chief Mate, Electrician, |       |       |
| Chief Welder, Maintenance Engineer |       |       |
| Licensed Boat, Crew Boat Operator  |       |       |

|                  |       |       |
|------------------|-------|-------|
| CLASS B2         | 35.77 | 36.84 |
| Certified Welder |       |       |

|                       |       |       |
|-----------------------|-------|-------|
| CLASS C1              | 34.79 | 35.83 |
| Drag Barge Operator,  |       |       |
| Steward, Mate,        |       |       |
| Assistant Fill Placer |       |       |

|               |       |       |
|---------------|-------|-------|
| CLASS C2      | 33.67 | 34.68 |
| Boat Operator |       |       |

|                            |       |       |
|----------------------------|-------|-------|
| CLASS D                    | 27.97 | 28.81 |
| Shoreman, Deckhand, Oiler, |       |       |
| Rodman, Scowman, Cook,     |       |       |
| Messman, Porter/Janitor    |       |       |

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   |                                                                             |                                                                             |
|-------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| All Classes A & B | \$ 11.85 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 | \$ 12.00 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 |
|-------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|

|             |                                                                             |                                                                             |
|-------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| All Class C | \$ 11.60 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.50 | \$ 11.75 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.50 |
|-------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|

|             |                                                                             |                                                                             |
|-------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| All Class D | \$ 11.35 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.38 | \$ 11.60 plus 6%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.50 |
|-------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|

**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**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**



Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

## WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

### SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

|                   |          |
|-------------------|----------|
| Party Chief       | \$ 48.97 |
| Instrument Person | 44.99    |
| Rod Person        | 33.37    |

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

## SUPPLEMENTAL BENEFITS

Per hour worked:

|            |          |
|------------|----------|
| Journeyman | \$ 28.90 |
|------------|----------|

## OVERTIME PAY

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

\*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

|           |     |
|-----------|-----|
| 0-1000    | 60% |
| 1001-2000 | 70% |
| 2001-3000 | 80% |

SUPPLEMENTAL BENEFIT per hour worked:

|           |                        |
|-----------|------------------------|
| 0-1000    | \$ 20.68 / PHP \$17.53 |
| 1001-2000 | 23.70 / " 19.95        |
| 2001-3000 | 26.73 / " 22.43        |

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

## Operating Engineer - Survey Crew - Consulting Engineer

11/01/2023

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

## WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

### SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

|                   |          |
|-------------------|----------|
| Party Chief       | \$ 48.97 |
| Instrument Person | 44.99    |
| Rod Person        | 33.37    |

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

|            |          |
|------------|----------|
| Journeyman | \$ 28.90 |
|------------|----------|

#### **OVERTIME PAY**

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

|           |     |
|-----------|-----|
| 0-1000    | 60% |
| 1001-2000 | 70% |
| 2001-3000 | 80% |

SUPPLEMENTAL BENEFIT per hour worked:

|           |                        |
|-----------|------------------------|
| 0-1000    | \$ 20.68 / PHP \$17.53 |
| 1001-2000 | \$ 23.70 / " 19.95     |
| 2001-3000 | \$ 26.73 / " 22.43     |

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

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

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 9

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

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

#### **WAGES**

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

Per hour: 07/01/2023

Survey Classifications

|                |          |
|----------------|----------|
| Party Chief    | \$ 47.15 |
| Instrument Man | 39.30    |
| Rodman         | 34.35    |

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

|                   |          |
|-------------------|----------|
| All Crew Members: | \$ 23.15 |
|-------------------|----------|

#### **OVERTIME PAY**

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

\*Double-time paid on the 9th hour on Saturday.

#### **HOLIDAY**

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

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

9-15dconsult

**Operating Engineer - Tunnel**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

| Per hour: | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|-----------|------------|------------|------------|
| CLASS A   | \$ 53.52   | \$ 55.91   | \$ 58.44   |
| CLASS B   | 52.30      | 54.69      | 57.22      |
| CLASS C   | 49.51      | 51.90      | 54.43      |
| CLASS D   | 46.50      | 48.89      | 51.42      |

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

**CRANES:**

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

|         |          |          |          |
|---------|----------|----------|----------|
| Crane 1 | \$ 57.52 | \$ 59.91 | \$ 62.44 |
| Crane 2 | 56.52    | 58.91    | 61.44    |
| Crane 3 | 55.52    | 57.91    | 60.44    |

#### SUPPLEMENTAL BENEFITS

|           |          |          |          |
|-----------|----------|----------|----------|
| Per hour: | \$ 24.20 | \$ 25.05 | \$ 25.90 |
|           | + 9.60*  | + 9.85*  | + 10.10* |

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

#### OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

#### REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

|          |     |
|----------|-----|
| 1st term | 60% |
| 2nd term | 65% |
| 3rd term | 70% |
| 4th term | 75% |

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

#### Painter

11/01/2023

#### JOB DESCRIPTION Painter

DISTRICT 1

#### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

#### WAGES

| Per hour            | 07/01/2023 | 07/01/2024<br>Additional |
|---------------------|------------|--------------------------|
| Brush/Paper Hanger  | \$ 37.97   | + \$1.93*                |
| Dry Wall Finisher   | 37.97      | + \$1.93*                |
| Lead Abatement      | 37.97      | + \$1.93*                |
| Sandblaster-Painter | 37.97      | + \$1.93*                |
| Spray Rate          | 38.97      | + \$1.93*                |

(\*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 26.28

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour

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

|     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| 50% | 55% | 65% | 75% | 85% | 95% |

Supplemental Benefits per hour worked

|            |          |
|------------|----------|
| 1st term   | \$ 11.14 |
| All others | 26.28    |

1-155

**Painter - Bridge & Structural Steel**

**11/01/2023**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

STEEL:

|                  |            |            |
|------------------|------------|------------|
| Bridge Painting: | 07/01/2023 | 10/01/2023 |
|                  | \$ 54.50   | \$ 56.00   |
|                  | + 10.10*   | + 10.35*   |

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

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

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

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

**SHIFT WORK:**

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                |          |          |
|----------------|----------|----------|
| Journeyworker: | \$ 11.78 | \$ 12.43 |
|                | + 30.85* | + 31.55* |

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

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms.

|          |          |          |
|----------|----------|----------|
| 1st year | \$ 21.80 | \$ 22.40 |
|          | + 4.04   | + 4.14   |
| 2nd year | \$ 32.70 | \$ 33.60 |
|          | + 6.06   | + 6.21   |
| 3rd year | \$ 43.60 | \$ 44.80 |
|          | + 8.08   | + 8.28   |

Supplemental Benefits - Per hour:

|          |                    |                    |
|----------|--------------------|--------------------|
| 1st year | \$ .90<br>+ 12.34  | \$ 1.16<br>+ 12.62 |
| 2nd year | \$ 7.07<br>+ 18.51 | \$ 7.46<br>+ 18.93 |
| 3rd year | \$ 9.42<br>+ 24.68 | \$ 9.94<br>+ 25.24 |

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

8-DC-9/806/155-BrSS

|                                |                   |
|--------------------------------|-------------------|
| <b>Painter - Line Striping</b> | <b>11/01/2023</b> |
|--------------------------------|-------------------|

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

|                            |          |          |          |
|----------------------------|----------|----------|----------|
| Journeyworker:             |          |          |          |
| Striping Machine Operator: | \$ 10.03 | \$ 22.24 | \$ 23.65 |
| Linerman Thermoplastic:    | 10.03    | 22.24    | 23.65    |

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

|           |          |          |          |
|-----------|----------|----------|----------|
| 1st Term: | \$ 15.00 | \$ 15.00 | \$ 15.00 |
| 2nd Term: | 18.92    | 18.92    | 20.47    |
| 3rd Term: | 25.22    | 25.22    | 27.30    |

Supplemental Benefits per hour:

|           |         |          |          |
|-----------|---------|----------|----------|
| 1st term: | \$ 9.16 | \$ 22.24 | \$ 23.65 |
| 2nd Term: | 10.03   | 22.24    | 23.65    |
| 3rd Term: | 10.03   | 22.24    | 23.65    |

8-1456-LS

|                                 |                   |
|---------------------------------|-------------------|
| <b>Painter - Metal Polisher</b> | <b>11/01/2023</b> |
|---------------------------------|-------------------|

**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

|                  |            |
|------------------|------------|
|                  | 07/01/2023 |
| Metal Polisher   | \$ 38.18   |
| Metal Polisher*  | 39.28      |
| Metal Polisher** | 42.18      |

\*Note: Applies on New Construction & complete renovation

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

## SUPPLEMENTAL BENEFITS

|           |            |
|-----------|------------|
| Per Hour: | 07/01/2023 |
|-----------|------------|

|                    |          |
|--------------------|----------|
| Journeyworker:     |          |
| All classification | \$ 12.34 |

## OVERTIME PAY

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

## HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour:

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

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

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

|           |         |
|-----------|---------|
| Per hour: |         |
| 1st year  | \$ 8.69 |
| 2nd year  | 8.69    |
| 3rd year  | 8.69    |

8-8A/28A-MP

## Plumber

11/01/2023

**JOB DESCRIPTION** Plumber

**DISTRICT** 8

## ENTIRE COUNTIES

Dutchess

## PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

## WAGES

|                          |            |
|--------------------------|------------|
| Per hour:                | 07/01/2023 |
| Plumber &<br>Steamfitter | \$ 57.08   |

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 42.38

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2023

|          |          |
|----------|----------|
| 1st year | \$ 21.80 |
| 2nd year | 30.11    |
| 3rd year | 34.93    |
| 4th year | 41.89    |
| 5th year | 48.24    |

Supplemental Benefits per hour:

|          |          |
|----------|----------|
| 1st year | \$ 17.95 |
| 2nd year | 22.96    |
| 3rd year | 26.66    |
| 4th year | 30.82    |
| 5th year | 33.99    |

8-21.2-SF

**Plumber - HVAC / Service**

**11/01/2023**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2023

HVAC Service \$ 42.68  
+ \$ 4.37\*

\*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker HVAC Service  
\$ 28.99

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

HVAC SERVICE



(1)year terms at the following wages:

| 1st yr.  | 2nd yr.  | 3rd yr.  | 4th yr.  | 5th yr.  |
|----------|----------|----------|----------|----------|
| \$ 19.32 | \$ 22.91 | \$ 28.56 | \$ 35.13 | \$ 38.15 |
| +\$2.39* | +\$2.70* | +\$3.25* | +\$3.88* | +\$4.12* |

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

|             |            |
|-------------|------------|
| Apprentices | 07/01/2023 |
| 1st term    | \$ 20.84   |
| 2nd term    | 22.28      |
| 3rd term    | 23.85      |
| 4th term    | 26.01      |
| 5th term    | 27.55      |

8-21.1&2-SF/Re/AC

### Plumber - Jobbing & Alterations

11/01/2023

**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess, Putnam, Westchester

#### PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

#### WAGES

|                |            |
|----------------|------------|
| Per hour:      | 07/01/2023 |
| Journeyworker: | \$ 48.51   |

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

#### SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

#### SUPPLEMENTAL BENEFITS

|               |          |
|---------------|----------|
| Per hour:     |          |
| Journeyworker | \$ 34.76 |

#### OVERTIME PAY

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

#### HOLIDAY

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

#### REGISTERED APPRENTICES

(1) year terms at the following wages:

|          |          |
|----------|----------|
| 1st year | \$ 20.92 |
| 2nd year | 23.24    |
| 3rd year | 25.29    |
| 4th year | 35.48    |
| 5th year | 37.49    |

Supplemental Benefits per hour:

|          |          |
|----------|----------|
| 1st year | \$ 11.45 |
| 2nd year | 13.46    |
| 3rd year | 17.51    |
| 4th year | 23.67    |
| 5th year | 25.68    |

|               |                   |
|---------------|-------------------|
| <b>Roofer</b> | <b>11/01/2023</b> |
|---------------|-------------------|

**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

|                     |            |            |
|---------------------|------------|------------|
| Per Hour:           | 07/01/2023 | 05/01/2024 |
|                     |            | Additional |
| Roofer/Waterproofer | \$ 46.50   | \$2.50     |
|                     | + \$7.00*  |            |

\* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 31.37

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

( 1 ) year term apprentices indentured prior to 01/01/2023

|              |          |          |          |          |
|--------------|----------|----------|----------|----------|
|              | 1st      | 2nd      | 3rd      | 4th      |
|              | \$ 16.28 | \$ 23.25 | \$ 27.90 | \$ 34.88 |
|              |          | + 3.50*  | + 4.20*  | + 5.26*  |
| Supplements: |          |          |          |          |
|              | 1st      | 2nd      | 3rd      | 4th      |
|              | \$ 4.03  | \$ 15.85 | \$ 18.95 | \$ 23.61 |

\* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

|              |          |          |          |          |          |
|--------------|----------|----------|----------|----------|----------|
|              | 1st      | 2nd      | 3rd      | 4th      | 5th      |
|              | \$ 17.67 | \$ 20.93 | \$ 23.25 | \$ 27.90 | \$ 34.88 |
|              |          | + 3.16*  | + 3.50*  | + 4.20*  | + 5.26   |
| Supplements: |          |          |          |          |          |
|              | 1st      | 2nd      | 3rd      | 4th      | 5th      |
|              | \$ 7.61  | \$ 14.29 | \$ 15.85 | \$ 18.95 | \$ 23.61 |

\* This portion is not subjected to overtime premiums.

9-8R

|                          |                   |
|--------------------------|-------------------|
| <b>Sheetmetal Worker</b> | <b>11/01/2023</b> |
|--------------------------|-------------------|

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

|                   |            |
|-------------------|------------|
|                   | 07/01/2023 |
| SheetMetal Worker | \$ 47.00   |
|                   | + 3.60*    |

\*This portion is not subject to overtime premiums.

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:  
10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 45.62

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 17.50 | \$ 19.67 | \$ 21.87 | \$ 24.05 | \$ 26.24 | \$ 28.44 | \$ 31.10 | \$ 33.75 |
| + 1.44*  | + 1.62*  | + 1.80*  | + 1.98*  | + 2.16*  | + 2.34*  | + 2.52*  | + 2.70*  |

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

**Apprentices**

|          |          |
|----------|----------|
| 1st term | \$ 19.53 |
| 2nd term | 21.99    |
| 3rd term | 24.42    |
| 4th term | 26.88    |
| 5th term | 29.32    |
| 6th term | 31.75    |
| 7th term | 33.72    |
| 8th term | 35.71    |

8-38

**Sprinkler Fitter**

**11/01/2023**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

Sprinkler \$ 50.86  
Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 30.19

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 24.77 | \$ 27.53 | \$ 30.03 | \$ 32.78 | \$ 35.53 | \$ 38.29 | \$ 41.04 | \$ 43.79 | \$ 46.54 | \$ 49.30 |

Supplemental Benefits per hour

| 1st     | 2nd     | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 8.74 | \$ 8.74 | \$ 20.32 | \$ 20.32 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 |
|         |         |          |          |          |          |          |          |          | 1-669.2  |

**Teamster - Building / Heavy&Highway**

**11/01/2023**

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

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

## WAGES

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

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

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

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

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

GROUP 5: Straight Trucks.

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

WAGES: (per hour) 07/01/2023

|          |          |
|----------|----------|
| GROUP 1  | \$ 34.58 |
| GROUP 1A | 35.72    |
| GROUP 2  | 34.02    |
| GROUP 3  | 33.80    |
| GROUP 4  | 33.69    |
| GROUP 5  | 33.57    |
| GROUP 6  | 33.57    |

### NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

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

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

## SUPPLEMENTAL BENEFITS

|                |          |
|----------------|----------|
| Per hour:      |          |
| First 40 hours | \$ 44.59 |
| Over 40 hours  | 36.99    |

## OVERTIME PAY

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

## HOLIDAY

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

Overtime: See (\*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

**Teamster - Delivery - Building / Heavy&Highway**

**11/01/2023**

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

**DISTRICT** 11

## ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

## WAGES

|         |                         |
|---------|-------------------------|
| Group 1 | Tractor Trailer Drivers |
| Group 2 | Tri- Axle               |

Wages: 07/01/2023

Group 1 \$ 33.70  
Group 2 29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

#### **SUPPLEMENTAL BENEFITS**

Per hour paid:

First 40 hours \$ 32.30  
Over 40 hours 0.00

#### **OVERTIME PAY**

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

#### **HOLIDAY**

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

#### **Welder**

**11/01/2023**

#### **JOB DESCRIPTION** Welder

#### **DISTRICT 1**

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour 07/01/2023

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

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

#### **OVERTIME PAY**

#### **HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( 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 where WCB is listed as the "Agency", please call 1-866-546-9322**



**NYSDOL Bureau of Public Work Debarment List    11/08/2023**

**Article 8**

| AGENCY | Fiscal Officer | FEIN      | EMPLOYER NAME                                 | EMPLOYER<br>DBA NAME            | ADDRESS                                                      | DEBARMENT<br>START DATE | DEBARMENT<br>END DATE |
|--------|----------------|-----------|-----------------------------------------------|---------------------------------|--------------------------------------------------------------|-------------------------|-----------------------|
| DOL    | DOL            | *****5754 | 0369 CONTRACTORS, LLC                         |                                 | 515 WEST AVE<br>UNIT PH 13NORWALK CT<br>06850                | 05/12/2021              | 05/12/2026            |
| DOL    | DOL            | *****4018 | ADIRONDACK BUILDING<br>RESTORATION INC.       |                                 | 4156 WILSON ROAD EAST<br>TABERG NY 13471                     | 03/26/2019              | 03/26/2024            |
| DOL    | AG             | *****1812 | ADVANCED BUILDERS & LAND<br>DEVELOPMENT, INC. |                                 | 400 OSER AVE<br>#2300HAUPPAUGE NY 11788                      | 09/11/2019              | 09/11/2024            |
| DOL    | DOL            | *****1687 | ADVANCED SAFETY<br>SPRINKLER INC              |                                 | 261 MILL ROAD<br>P.O BOX 296EAST AURORA<br>NY 14052          | 05/29/2019              | 05/29/2024            |
| DOL    | NYC            |           | ALL COUNTY SEWER & DRAIN,<br>INC.             |                                 | 7 GREENFIELD DR<br>WARWICK NY 10990                          | 03/25/2022              | 03/25/2027            |
| DOL    | NYC            |           | AMJED PARVEZ                                  |                                 | 401 HANOVER AVENUE<br>STATEN ISLAND NY 10304                 | 01/11/2021              | 01/11/2026            |
| DOL    | DOL            |           | ANGELO F COKER                                |                                 | 2610 SOUTH SALINA STREET<br>SUITE 14SYRACUSE NY 13205        | 09/17/2020              | 09/17/2025            |
| DOL    | DOL            |           | ANGELO F COKER                                |                                 | 2610 SOUTH SALINA STREET<br>SUITE 14SYRACUSE NY 13205        | 12/04/2018              | 12/04/2023            |
| DOL    | DOL            |           | ANGELO GARCIA                                 |                                 | 515 WEST AVE<br>UNIT PH 13NORWALK CT<br>06850                | 05/12/2021              | 05/12/2026            |
| DOL    | DOL            |           | ANGELO TONDO                                  |                                 | 449 WEST MOMBSHA ROAD<br>MONROE NY 10950                     | 06/06/2022              | 06/06/2027            |
| DOL    | DOL            |           | ANITA SALERNO                                 |                                 | 158 SOLAR ST<br>SYRACUSE NY 13204                            | 01/07/2019              | 01/07/2024            |
| DOL    | DOL            | *****4231 | ANKER'S ELECTRIC SERVICE,<br>INC.             |                                 | 10 SOUTH 5TH ST<br>LOCUST VALLEY NY 11560                    | 09/26/2022              | 09/26/2027            |
| DOL    | NYC            |           | ARADCO CONSTRUCTION<br>CORP                   |                                 | 115-46 132RD ST<br>SOUTH OZONE PARK NY<br>11420              | 09/17/2020              | 09/17/2025            |
| DOL    | DOL            |           | ARNOLD A. PAOLINI                             |                                 | 1250 BROADWAY ST<br>BUFFALO NY 14212                         | 02/03/2020              | 02/03/2025            |
| DOL    | NYC            |           | ARSHAD MEHMOOD                                |                                 | 168-42 88TH AVENUE<br>JAMAICA NY 11432                       | 11/20/2019              | 11/20/2024            |
| DOL    | NYC            |           | AVM CONSTRUCTION CORP                         |                                 | 117-72 123RD ST<br>SOUTH OZONE PARK NY<br>11420              | 09/17/2020              | 09/17/2025            |
| DOL    | NYC            |           | AZIDABEGUM                                    |                                 | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218                     | 09/17/2020              | 09/17/2025            |
| DOL    | DOL            | *****8421 | B & B DRYWALL, INC                            |                                 | 206 WARREN AVE<br>APT 1WHITE PLAINS NY 10603                 | 12/14/2021              | 12/14/2026            |
| DOL    | NYC            |           | BALWINDER SINGH                               |                                 | 421 HUDSON ST<br>SUITE C5NEW YORK NY 10014                   | 02/20/2019              | 02/20/2024            |
| DOL    | NYC            | *****8416 | BEAM CONSTRUCTION, INC.                       |                                 | 50 MAIN ST<br>WHITE PLAINS NY 10606                          | 01/04/2019              | 01/04/2024            |
| DOL    | DOL            |           | BERNARD BEGLEY                                |                                 | 38 LONG RIDGE ROAD<br>BEDFORD NY 10506                       | 12/18/2019              | 12/18/2024            |
| DOL    | NYC            | *****2113 | BHW CONTRACTING, INC.                         |                                 | 401 HANOVER AVENUE<br>STATEN ISLAND NY 10304                 | 01/11/2021              | 01/11/2026            |
| DOL    | DOL            | *****3627 | BJB CONSTRUCTION CORP.                        |                                 | 38 LONG RIDGE ROAD<br>BEDFORD NY 10506                       | 12/18/2019              | 12/18/2024            |
| DOL    | DOL            | *****4512 | BOB BRUNO EXCAVATING,<br>INC                  |                                 | 5 MORNINGSIDE DR<br>AUBURN NY 13021                          | 05/28/2019              | 05/28/2024            |
| DOL    | DOL            |           | BOGDAN MARKOVSKI                              |                                 | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601 | 02/11/2019              | 02/11/2024            |
| DOL    | DOL            |           | BRADLEY J SCHUKA                              |                                 | 4 BROTHERS ROAD<br>WAPPINGERS FALLS NY 12590                 | 10/20/2020              | 10/20/2025            |
| DOL    | DOL            | *****9383 | C.C. PAVING AND<br>EXCAVATING, INC.           |                                 | 2610 SOUTH SALINA ST<br>SUITE 12SYRACUSE NY 13205            | 09/17/2020              | 09/17/2025            |
| DOL    | DOL            | *****9383 | C.C. PAVING AND<br>EXCAVATING, INC.           |                                 | 2610 SOUTH SALINA ST<br>SUITE 12SYRACUSE NY 13205            | 12/04/2018              | 12/04/2023            |
| DOL    | DOL            | *****4083 | C.P.D. ENTERPRISES, INC                       |                                 | P.O BOX 281<br>WALDEN NY 12586                               | 03/03/2020              | 03/03/2025            |
| DOL    | DOL            | *****5161 | CALADRI DEVELOPMENT<br>CORP.                  |                                 | 1223 PARK ST.<br>PEEKSKILL NY 10566                          | 05/17/2021              | 05/17/2026            |
| DOL    | DOL            | *****3391 | CALI ENTERPRISES, INC.                        |                                 | 1223 PARK STREET<br>PEEKSKILL NY 10566                       | 05/17/2021              | 05/17/2026            |
| DOL    | NYC            |           | CALVIN WALTERS                                |                                 | 465 EAST THIRD ST<br>MT. VERNON NY 10550                     | 09/09/2019              | 09/09/2024            |
| DOL    | DOL            | *****4155 | CASA BUILDERS, INC.                           | FRIEDLANDER<br>CONSTRUCTI<br>ON | 64 N PUTT CONNERS ROAD<br>NEW PALTZ NY 12561                 | 05/10/2023              | 05/10/2028            |

**NYSDOL Bureau of Public Work Debarment List    11/08/2023**

**Article 8**

|     |     |           |                                                         |                             |                                                        |            |            |
|-----|-----|-----------|---------------------------------------------------------|-----------------------------|--------------------------------------------------------|------------|------------|
| DOL | AG  | *****7247 | CENTURY CONCRETE CORP                                   |                             | 2375 RAYNOR ST<br>RONKONKOMA NY 11779                  | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****0026 | CHANTICLEER<br>CONSTRUCTION LLC                         |                             | 4 BROTHERS ROAD<br>WAPPINGERS FALLS NY 12590           | 10/20/2020 | 10/20/2025 |
| DOL | NYC | *****2117 | CHARAN ELECTRICAL<br>ENTERPRISES                        |                             | 9-11 40TH AVENUE<br>LONG ISLAND CITY NY 11101          | 09/26/2023 | 09/26/2028 |
| DOL | NYC |           | CHARLES ZAHRADKA                                        |                             | 863 WASHINGTON STREET<br>FRANKLIN SQUARE NY 11010      | 03/10/2020 | 03/10/2025 |
| DOL | DOL |           | CHRISTOPHER GRECO                                       |                             | 26 NORTH MYRTLE AVENUE<br>SPRING VALLEY NY 10956       | 02/18/2021 | 02/18/2026 |
| DOL | DOL |           | CHRISTOPHER<br>PAPASTEFANOU A/K/A CHRIS<br>PAPASTEFANOU |                             | 1445 COMMERCE AVE<br>BRONX NY 10461                    | 05/30/2019 | 05/30/2024 |
| DOL | DOL |           | CRAIG JOHANSEN                                          |                             | 10 SOUTH 5TH ST<br>LOCUST VALLEY NY 11560              | 09/26/2022 | 09/26/2027 |
| DOL | DOL | *****3228 | CROSS-COUNTY<br>LANDSCAPING AND TREE<br>SERVICE, INC.   | ROCKLAND<br>TREE<br>SERVICE | 26 NORTH MYRTLE AVENUE<br>SPRING VALLEY NY 10956       | 02/18/2021 | 02/18/2026 |
| DOL | DOL | *****2524 | CSI ELECTRICAL &<br>MECHANICAL INC                      |                             | 42-32 235TH ST<br>DOUGLASTON NY 11363                  | 01/14/2019 | 01/14/2024 |
| DOL | DOL | *****7619 | DANCO CONSTRUCTION<br>UNLIMITED INC.                    |                             | 485 RAFT AVENUE<br>HOLBROOK NY 11741                   | 10/19/2021 | 10/19/2026 |
| DOL | DOL |           | DANIEL ROBERT MCNALLY                                   |                             | 7 GREENFIELD DRIVE<br>WARWICK NY 10990                 | 03/25/2022 | 03/25/2027 |
| DOL | DOL |           | DARIAN L COKER                                          |                             | 2610 SOUTH SALINA ST<br>SUITE 2CSYRACUSE NY 13205      | 09/17/2020 | 09/17/2025 |
| DOL | DOL |           | DARIAN L COKER                                          |                             | 2610 SOUTH SALINA ST<br>SUITE 2CSYRACUSE NY 13205      | 12/04/2018 | 12/04/2023 |
| DOL | DOL |           | DAVID FRIEDLANDER                                       |                             | 64 NORTH PUTT CORNERS RD<br>NEW PALTZ NY 12561         | 05/10/2023 | 05/10/2028 |
| DOL | NYC |           | DAVID WEINER                                            |                             | 14 NEW DROP LANE<br>2ND FLOORSTATEN ISLAND<br>NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL |           | DELPHI PAINTING &<br>DECORATING CO INC                  |                             | 1445 COMMERCE AVE<br>BRONX NY 10461                    | 05/30/2019 | 05/30/2024 |
| DOL | DOL |           | DINA TAYLOR                                             |                             | 64 N PUTT CONNERS RD<br>NEW PALTZ NY 12561             | 05/10/2023 | 05/10/2028 |
| DOL | DOL | *****5175 | EAGLE MECHANICAL AND<br>GENERAL CONSTRUCTION<br>LLC     |                             | 11371 RIDGE RD<br>WOLCOTT NY 14590                     | 02/03/2020 | 02/03/2025 |
| DOL | AG  |           | EDWIN HUTZLER                                           |                             | 23 NORTH HOWELLS RD<br>BELLPORT NY 11713               | 08/04/2021 | 08/04/2026 |
| DOL | DA  |           | EDWIN HUTZLER                                           |                             | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779              | 08/04/2021 | 08/04/2026 |
| DOL | DOL |           | EFTIS GROUP INC.                                        |                             | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101         | 10/11/2023 | 10/11/2028 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING<br>CONTR                        |                             | 5 EMES LANE<br>MONSEY NY 10952                         | 01/20/2002 | 01/20/3002 |
| DOL | NYC | *****5917 | EPOCH ELECTRICAL, INC                                   |                             | 97-18 50TH AVE<br>CORONA NY 11368                      | 04/19/2018 | 04/19/2024 |
| DOL | DOL |           | FAIGY LOWINGER                                          |                             | 11 MOUNTAIN RD<br>28 VAN BUREN DRMONROE<br>NY 10950    | 03/20/2019 | 03/20/2024 |
| DOL | DA  |           | FREDERICK HUTZLER                                       |                             | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779              | 08/04/2021 | 08/04/2026 |
| DOL | NYC | *****6616 | G & G MECHANICAL<br>ENTERPRISES, LLC.                   |                             | 1936 HEMPSTEAD TURNPIKE<br>EAST MEDOW NY 11554         | 11/29/2019 | 11/29/2024 |
| DOL | DOL |           | GABRIEL FRASSETTI                                       |                             |                                                        | 04/10/2019 | 04/10/2024 |
| DOL | NYC |           | GAYATRI MANGRU                                          |                             | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581             | 09/17/2020 | 09/17/2025 |
| DOL | DA  |           | GEORGE LUCEY                                            |                             | 150 KINGS STREET<br>BROOKLYN NY 11231                  | 01/19/1998 | 01/19/2998 |
| DOL | DOL |           | GIGI SCHNECKENBURGER                                    |                             | 261 MILL RD<br>EAST AURORA NY 14052                    | 05/29/2019 | 05/29/2024 |
| DOL | DA  |           | GIOVANNA TRAVALJA                                       |                             | 3735 9TH ST<br>LONG ISLAND CITY NY 11101               | 01/05/2023 | 01/05/2028 |
| DOL | DA  | *****0213 | GORILLA CONTRACTING<br>GROUP, LLC                       |                             | 505 MANHATTAN AVE<br>WEST BABYLON NY 11704             | 10/05/2023 | 10/05/2028 |
| DOL | DOL |           | HANS RATH                                               |                             | 24 ELDOR AVENUE<br>NEW CITY NY 10956                   | 02/03/2020 | 02/03/2025 |
| DOL | DOL |           | HERBERT CLEMEN                                          |                             | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567            | 01/24/2023 | 01/24/2028 |
| DOL | DOL |           | HERBERT CLEMEN                                          |                             | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567            | 10/25/2022 | 10/25/2027 |

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| DOL | DOL |           | IRENE KASELIS                                                 |                 | 32 PENNINGTON AVE<br>WALDWICK NJ 07463            | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9211 | J. WASE CONSTRUCTION<br>CORP.                                 |                 | 8545 RT 9W<br>ATHENS NY 12015                     | 03/09/2021 | 03/09/2026 |
| DOL | DOL |           | J.M.J CONSTRUCTION                                            |                 | 151 OSTRANDER AVENUE<br>SYRACUSE NY 13205         | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | J.R. NELSON CONSTRUCTION                                      |                 | 531 THIRD STREET<br>ALBANY NY 12206               | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | J.R. NELSON CONSTRUCTION                                      |                 | 531 THIRD STREET<br>ALBANY NY 12206               | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | J.R. NELSON, LLC                                              |                 | 531 THIRD STREET<br>ALBANY NY 12206               | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | J.R. NELSON, LLC                                              |                 | 531 THIRD STREET<br>ALBANY NY 12206               | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | J.R.N COMPANIES, LLC                                          |                 | 531 THIRD STREET<br>ALBANY NY 12206               | 12/12/2022 | 12/12/2027 |
| DOL | DOL |           | J.R.N COMPANIES, LLC                                          |                 | 531 THIRD STREET<br>ALBANY NY 12206               | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC                                      |                 | 531 THIRD ST<br>ALBANY NY 12206                   | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC                                      |                 | 531 THIRD ST<br>ALBANY NY 12206                   | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | JAMES J. BAKER                                                |                 | 7901 GEE ROAD<br>CANASTOTA NY 13032               | 08/17/2021 | 08/17/2026 |
| DOL | DOL |           | JASON P. RACE                                                 |                 | 3469 STATE RT. 69<br>PERISH NY 13131              | 09/29/2021 | 09/29/2026 |
| DOL | DOL |           | JASON P. RACE                                                 |                 | 3469 STATE RT. 69<br>PERISH NY 13131              | 02/09/2022 | 02/09/2027 |
| DOL | DOL |           | JASON P. RACE                                                 |                 | 3469 STATE RT. 69<br>PERISH NY 13131              | 11/15/2022 | 11/15/2027 |
| DOL | DOL |           | JASON P. RACE                                                 |                 | 3469 STATE RT. 69<br>PERISH NY 13131              | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****7993 | JBS DIRT, INC.                                                |                 | 7901 GEE ROAD<br>CANASTOTA NY 13032               | 08/17/2021 | 08/17/2026 |
| DOL | DOL | *****2435 | JEFFEL D. JOHNSON                                             | JMJ7 AND<br>SON | 5553 CAIRNSTRAIL<br>CLAY NY 13041                 | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JEFFEL JOHNSON ELITE<br>CARPENTER REMODEL AND<br>CONSTRUCTION |                 | C2 EVERGREEN CIRCLE<br>LIVERPOOL NY 13090         | 11/21/2022 | 11/21/2027 |
| DOL | DOL | *****2435 | JEFFREY M. JOHNSON                                            | JMJ7 AND<br>SON | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | NYC |           | JENNIFER GUERRERO                                             |                 | 1936 HEMPSTEAD TURNPIKE<br>EAST MEADOW NY 11554   | 11/29/2019 | 11/29/2024 |
| DOL | DOL |           | JIM PLAUGHER                                                  |                 | 17613 SANTE FE LINE ROAD<br>WAYNEFIELD OH 45896   | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | JMJ7 & SON CONSTRUCTION,<br>LLC                               |                 | 5553 CAIRNS TRAIL<br>LIVERPOOL NY 13041           | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 AND SONS<br>CONTRACTORS                                  |                 | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 CONTRACTORS                                              |                 | 7014 13TH AVENUE<br>BROOKLYN NY 11228             | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 CONTRACTORS AND<br>SONS                                  |                 | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JMJ7 CONTRACTORS, LLC                                         |                 | 5553 CAIRNS TRAIL<br>CLAY NY 13041                | 11/21/2022 | 11/21/2027 |
| DOL | DOL |           | JOHN GOCEK                                                    |                 | 14B COMMERCIAL AVE<br>ALBANY NY 12065             | 11/14/2019 | 11/14/2024 |
| DOL | DOL |           | JOHN MARKOVIC                                                 |                 | 47 MANDON TERRACE<br>HAWTHORN NJ 07506            | 03/29/2021 | 03/29/2026 |
| DOL | DOL |           | JOHN WASE                                                     |                 | 8545 RT 9W<br>ATHENS NY 12015                     | 03/09/2021 | 03/09/2026 |
| DOL | DOL |           | JON E DEYOUNG                                                 |                 | 261 MILL RD<br>P.O BOX 296EAST AURORA<br>NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL |           | JORGE RAMOS                                                   |                 | 8970 MIKE GARCIA DR<br>MANASSAS VA 20109          | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | JOSEPH K. SALERNO                                             |                 | 1010 TILDEN AVE<br>UTICA NY 13501                 | 07/24/2023 | 07/24/2028 |
| DOL | DOL |           | JOSEPH K. SALERNO II                                          |                 | 1010 TILDEN AVE<br>UTICA NY 13501                 | 07/24/2023 | 07/24/2028 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING                   |                 | 3469 STATE RT. 69<br>PERISH NY 13131              | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING                   |                 | 3469 STATE RT. 69<br>PERISH NY 13131              | 11/15/2022 | 11/15/2027 |

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| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING         |  | 3469 STATE RT. 69<br>PERISH NY 13131                  | 09/29/2021 | 09/29/2026 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING         |  | 3469 STATE RT. 69<br>PERISH NY 13131                  | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A<br>RACE PAINTING         |  | 3469 STATE RT. 69<br>PERISH NY 13131                  | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC                               |  | 531 THIRD STREET<br>ALBANY NY 12206                   | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC                               |  | 531 THIRD STREET<br>ALBANY NY 12206                   | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | JRN PAVING, LLC                                     |  | 531 THIRD STREET<br>ALBANY NY 12206                   | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | JRN PAVING, LLC                                     |  | 531 THIRD STREET<br>ALBANY NY 12206                   | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | JULIUS AND GITA BEHREND                             |  | 5 EMES LANE<br>MONSEY NY 10952                        | 11/20/2002 | 11/20/3002 |
| DOL | DOL |           | KARIN MANGIN                                        |  | 796 PHELPS ROAD<br>FRANKLIN LAKES NJ 07417            | 12/01/2020 | 12/01/2025 |
| DOL | DOL |           | KATE E. CONNOR                                      |  | 7088 INTERSTATE ISLAND RD<br>SYRACUSE NY 13209        | 03/31/2021 | 03/31/2026 |
| DOL | DOL | *****2959 | KELC DEVELOPMENT, INC                               |  | 7088 INTERSTATE ISLAND RD<br>SYRACUSE NY 13209        | 03/31/2021 | 03/31/2026 |
| DOL | DOL |           | KIMBERLY F. BAKER                                   |  | 7901 GEE ROAD<br>CANASTOTA NY 13032                   | 08/17/2021 | 08/17/2026 |
| DOL | DOL |           | KMA GROUP II, INC.                                  |  | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101        | 10/11/2023 | 10/11/2028 |
| DOL | DOL | *****1833 | KMA GROUP INC.                                      |  | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101        | 10/11/2023 | 10/11/2028 |
| DOL | DOL |           | KMA INSULATION, INC.                                |  | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101        | 10/11/2023 | 10/11/2028 |
| DOL | NYC |           | KULWANT S. DEOL                                     |  | 9-11 40TH AVENUE<br>LONG ISLAND CITY NY 11101         | 09/26/2023 | 09/26/2028 |
| DOL | DA  | *****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION |  | 150 KINGS STREET<br>BROOKLYN NY 11231                 | 08/19/1998 | 08/19/2998 |
| DOL | DOL |           | LEROY E. NELSON JR                                  |  | 531 THIRD ST<br>ALBANY NY 12206                       | 10/25/2022 | 10/25/2027 |
| DOL | DOL |           | LEROY E. NELSON JR                                  |  | 531 THIRD ST<br>ALBANY NY 12206                       | 12/22/2022 | 12/22/2027 |
| DOL | AG  | *****3291 | LINTECH ELECTRIC, INC.                              |  | 3006 TILDEN AVE<br>BROOKLYN NY 11226                  | 02/16/2022 | 02/16/2027 |
| DOL | DOL |           | LOUIS A. CALICCHIA                                  |  | 1223 PARK ST.<br>PEEKSKILL NY 10566                   | 05/17/2021 | 05/17/2026 |
| DOL | NYC |           | LUBOMIR PETER SVOBODA                               |  | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303              | 12/26/2019 | 12/26/2024 |
| DOL | NYC |           | M & L STEEL & ORNAMENTAL<br>IRON CORP.              |  | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303              | 12/26/2019 | 12/26/2024 |
| DOL | DOL | *****2196 | MAINSTREAM SPECIALTIES,<br>INC.                     |  | 11 OLD TOWN RD<br>SELKIRK NY 12158                    | 02/02/2021 | 02/02/2026 |
| DOL | DA  |           | MANUEL P TOBIO                                      |  | 150 KINGS STREET<br>BROOKLYN NY 14444                 | 08/19/1998 | 08/19/2998 |
| DOL | DA  |           | MANUEL TOBIO                                        |  | 150 KINGS STREET<br>BROOKLYN NY 11231                 | 08/19/1998 | 08/19/2998 |
| DOL | NYC |           | MAREK FABIJANOWSKI                                  |  | 50 MAIN ST<br>WHITE PLAINS NY 10606                   | 01/04/2019 | 01/04/2024 |
| DOL | NYC |           | MARIA NUBILE                                        |  | 84-22 GRAND AVENUE<br>ELMHURST NY 11373               | 03/10/2020 | 03/10/2025 |
| DOL | DOL |           | MATTHEW P. KILGORE                                  |  | 4156 WILSON ROAD EAST<br>TABERG NY 13471              | 03/26/2019 | 03/26/2024 |
| DOL | DOL | *****4829 | MILESTONE ENVIRONMENTAL<br>CORPORATION              |  | 704 GINESI DRIVE<br>SUITE 29MORGANVILLE NJ<br>07751   | 04/10/2019 | 04/10/2024 |
| DOL | NYC | *****9926 | MILLENNIUM FIRE<br>PROTECTION, LLC                  |  | 325 W. 38TH STREET<br>SUITE 204NEW YORK NY<br>10018   | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****0627 | MILLENNIUM FIRE SERVICES,<br>LLC                    |  | 14 NEW DROP LNE<br>2ND FLOORSTATEN ISLAND<br>NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING,<br>INC.                      |  | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567           | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING,<br>INC.                      |  | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567           | 01/24/2023 | 01/24/2028 |
| DOL | NYC |           | MUHAMMED A. HASHEM                                  |  | 524 McDONALD AVENUE<br>BROOKLYN NY 11218              | 09/17/2020 | 09/17/2025 |



**NYSDOL Bureau of Public Work Debarment List    11/08/2023**

**Article 8**

|     |     |           |                                          |                                    |                                                      |            |            |
|-----|-----|-----------|------------------------------------------|------------------------------------|------------------------------------------------------|------------|------------|
| DOL | NYC |           | NAMOW, INC.                              |                                    | 84-22 GRAND AVENUE<br>ELMHURST NY 11373              | 03/10/2020 | 03/10/2025 |
| DOL | DOL | *****7790 | NATIONAL BUILDING &<br>RESTORATION CORP  |                                    | 1010 TILDEN AVE<br>UTICA NY 13501                    | 07/24/2023 | 07/24/2028 |
| DOL | DOL | *****1797 | NATIONAL CONSTRUCTION<br>SERVICES, INC   |                                    | 1010 TILDEN AVE<br>UTICA NY 13501                    | 07/24/2023 | 07/24/2028 |
| DOL | DA  | *****9786 | NATIONAL INSULATION & GC<br>CORP         |                                    | 180 MILLER PLACE<br>HICKSVILLE NY 11801              | 12/12/2018 | 12/12/2023 |
| DOL | NYC |           | NAVIT SINGH                              |                                    | 402 JERICHO TURNPIKE<br>NEW HYDE PARK NY 11040       | 08/10/2022 | 08/10/2027 |
| DOL | DA  |           | NICHOLAS T. ANALITIS                     |                                    | 505 MANHATTAN AVE<br>WEST BABYLON NY 11704           | 10/05/2023 | 10/05/2028 |
| DOL | DOL |           | NICHOLE E. FRASER A/K/A<br>NICHOLE RACE  |                                    | 3469 STATE RT. 69<br>PERISH NY 13131                 | 03/01/2022 | 03/01/2027 |
| DOL | DOL |           | NICHOLE E. FRASER A/K/A<br>NICHOLE RACE  |                                    | 3469 STATE RT. 69<br>PERISH NY 13131                 | 11/15/2022 | 11/15/2027 |
| DOL | DOL |           | NICHOLE E. FRASER A/K/A<br>NICHOLE RACE  |                                    | 3469 STATE RT. 69<br>PERISH NY 13131                 | 09/29/2021 | 09/29/2026 |
| DOL | DOL |           | NICHOLE E. FRASER A/K/A<br>NICHOLE RACE  |                                    | 3469 STATE RT. 69<br>PERISH NY 13131                 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****7429 | NICOLAE I. BARBIR                        | BESTUCCO<br>CONSTRUCTI<br>ON, INC. | 444 SCHANTZ ROAD<br>ALLENTOWN PA 18104               | 09/17/2020 | 09/17/2025 |
| DOL | NYC | *****5643 | NYC LINE CONTRACTORS,<br>INC.            |                                    | 402 JERICHO TURNPIKE<br>NEW HYDE PARK NY 11040       | 08/10/2022 | 08/10/2027 |
| DOL | DOL |           | PAULINE CHAHALES                         |                                    | 935 S LAKE BLVD<br>MAHOPAC NY 10541                  | 03/02/2021 | 03/02/2026 |
| DOL | DOL |           | PETER STEVENS                            |                                    | 11 OLD TOWN ROAD<br>SELKIRK NY 12158                 | 02/02/2021 | 02/02/2026 |
| DOL | DOL |           | PETER STEVENS                            |                                    | 8269 21ST ST<br>BELLEROSE NY 11426                   | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****0466 | PRECISION BUILT FENCES,<br>INC.          |                                    | 1617 MAIN ST<br>PEEKSKILL NY 10566                   | 03/03/2020 | 03/03/2025 |
| DOL | NYC |           | RASHEL CONSTRUCTION<br>CORP              |                                    | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218             | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****1068 | RATH MECHANICAL<br>CONTRACTORS, INC.     |                                    | 24 ELDOR AVENUE<br>NEW CITY NY 10956                 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC<br>CORP.              |                                    | 3 PARK CIRCLE<br>MIDDLETOWN NY 10940                 | 07/11/2022 | 07/11/2027 |
| DOL | DA  | *****7559 | REGAL CONTRACTING INC.                   |                                    | 24 WOODBINE AVE<br>NORTHPORT NY 11768                | 10/01/2020 | 10/01/2025 |
| DOL | DOL | *****9148 | RICH T CONSTRUCTION                      |                                    | 107 WILLOW WOOD LANE<br>CAMILLUS NY 13031            | 11/13/2018 | 11/13/2023 |
| DOL | DOL |           | RICHARD REGGIO                           |                                    | 1617 MAIN ST<br>PEEKSKILL NY 10566                   | 03/03/2020 | 03/03/2025 |
| DOL | DOL |           | RICHARD TIMIAN JR.                       |                                    | 108 LAMONT AVE<br>SYRACUSE NY 13209                  | 11/13/2018 | 11/13/2023 |
| DOL | DOL |           | ROBBYE BISSESAR                          |                                    | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427    | 01/11/2003 | 01/11/3003 |
| DOL | DOL |           | ROBERT A. VALERINO                       |                                    | 3841 LANYARD COURT<br>NEW PORT RICHEY FL 34652       | 07/09/2019 | 07/09/2024 |
| DOL | DOL |           | ROBERT BRUNO                             |                                    | 5 MORNINGSIDE DRIVE<br>AUBURN NY 13021               | 05/28/2019 | 05/28/2024 |
| DOL | DOL |           | ROMEO WARREN                             |                                    | 161 ROBYN RD<br>MONROE NY 10950                      | 07/11/2022 | 07/11/2027 |
| DOL | DOL |           | RONALD MESSEN                            |                                    | 14B COMMERCIAL AVE<br>ALBANY NY 12065                | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****7172 | RZ & AL INC.                             |                                    | 198 RIDGE AVENUE<br>VALLEY STREAM NY 11581           | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****1365 | S & L PAINTING, INC.                     |                                    | 11 MOUNTAIN ROAD<br>P.O BOX 408MONROE NY<br>10950    | 03/20/2019 | 03/20/2024 |
| DOL | DOL |           | SAL FRESINA MASONRY<br>CONTRACTORS, INC. |                                    | 1935 TEALL AVENUE<br>SYRACUSE NY 13206               | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | SAL MASONRY<br>CONTRACTORS, INC.         |                                    | (SEE COMMENTS)<br>SYRACUSE NY 13202                  | 07/16/2021 | 07/16/2026 |
| DOL | DOL | *****9874 | SALFREE ENTERPRISES INC                  |                                    | P.O BOX 14<br>2821 GARDNER RDPOMPEI NY<br>13138      | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | SALVATORE A FRESINA A/K/A<br>SAM FRESINA |                                    | 107 FACTORY AVE<br>P.O BOX 11070SYRACUSE NY<br>13218 | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | SAM FRESINA                              |                                    | 107 FACTORY AVE<br>P.O BOX 11070SYRACUSE NY          | 07/16/2021 | 07/16/2026 |

**NYSDOL Bureau of Public Work Debarment List    11/08/2023**

**Article 8**

|     |     |           |                                                                |                               |                                                              |            |            |
|-----|-----|-----------|----------------------------------------------------------------|-------------------------------|--------------------------------------------------------------|------------|------------|
| DOL | NYC | *****0349 | SAM WATERPROOFING INC                                          |                               | 168-42 88TH AVENUE<br>APT.1 AJAMAICA NY 11432                | 11/20/2019 | 11/20/2024 |
| DOL | DA  | *****0476 | SAMCO ELECTRIC CORP.                                           |                               | 3735 9TH ST<br>LONG ISLAND CITY NY 11101                     | 01/05/2023 | 01/05/2028 |
| DOL | NYC | *****1130 | SCANA CONSTRUCTION<br>CORP.                                    |                               | 863 WASHINGTON STREET<br>FRANKLIN SQUARE NY 11010            | 03/10/2020 | 03/10/2025 |
| DOL | DOL | *****2045 | SCOTT DUFFIE                                                   | DUFFIE'S<br>ELECTRIC,<br>INC. | P.O BOX 111<br>CORNWALL NY 12518                             | 03/03/2020 | 03/03/2025 |
| DOL | DOL |           | SCOTT DUFFIE                                                   |                               | P.O BOX 111<br>CORNWALL NY 12518                             | 03/03/2020 | 03/03/2025 |
| DOL | NYC | *****6597 | SHAIRA CONSTRUCTION<br>CORP.                                   |                               | 421 HUDSON STREET<br>SUITE C5NEW YORK NY 10014               | 02/20/2019 | 02/20/2024 |
| DOL | DOL |           | SHULEM LOWINGER                                                |                               | 11 MOUNTAIN ROAD<br>28 VAN BUREN DRMONROE<br>NY 10950        | 03/20/2019 | 03/20/2024 |
| DOL | DA  |           | SILVANO TRAVAJA                                                |                               | 3735 9TH ST<br>LONG ISLAND CITY NY 11101                     | 01/05/2023 | 01/05/2028 |
| DOL | DOL | *****0440 | SOLAR GUYS INC.                                                |                               | 8970 MIKE GARCIA DR<br>MANASSAS VA 20109                     | 07/16/2021 | 07/16/2026 |
| DOL | NYC |           | SOMATIE RAMSUNAHAI                                             |                               | 115-46 132ND ST<br>SOUTH OZONE PARK NY<br>11420              | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****2221 | SOUTH BUFFALO ELECTRIC,<br>INC.                                |                               | 1250 BROADWAY ST<br>BUFFALO NY 14212                         | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3661 | SPANIER BUILDING<br>MAINTENANCE CORP                           |                               | 200 OAK DRIVE<br>SYOSSET NY 11791                            | 03/14/2022 | 03/14/2027 |
| DOL | DOL |           | STANADOS KALOGELAS                                             |                               | 485 RAFT AVENUE<br>HOLBROOK NY 11741                         | 10/19/2021 | 10/19/2026 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC                                         |                               | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427            | 08/11/2003 | 08/11/3003 |
| DOL | DOL | *****6844 | STEAM PLANT AND CHX<br>SYSTEMS INC.                            |                               | 14B COMMERCIAL AVENUE<br>ALBANY NY 12065                     | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****9933 | STEED GENERAL<br>CONTRACTORS, INC.                             |                               | 1445 COMMERCE AVE<br>BRONX NY 10461                          | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9528 | STEEL-IT, LLC.                                                 |                               | 17613 SANTE FE LINE ROAD<br>WAYNESFIELD OH 45896             | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | STEFANOS PAPASTEFANOU,<br>JR. A/K/A STEVE<br>PAPASTEFANOU, JR. |                               | 256 WEST SADDLE RIVER RD<br>UPPER SADDLE RIVER NJ<br>07458   | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****3800 | SUBURBAN RESTORATION<br>CO. INC.                               |                               | 5-10 BANTA PLACE<br>FAIR LAWN PLACE NJ 07410                 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | *****1060 | SUNN ENTERPRISES GROUP,<br>LLC                                 |                               | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | *****9150 | SURGE INC.                                                     |                               | 8269 21ST STREET<br>BELLEROSSE NY 11426                      | 12/22/2022 | 12/22/2027 |
| DOL | DOL |           | SYED RAZA                                                      |                               | 198 RIDGE AVENUE<br>NY 11581                                 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****8209 | SYRACUSE SCALES, INC.                                          |                               | 158 SOLAR ST<br>SYRACUSE NY 13204                            | 01/07/2019 | 01/07/2024 |
| DOL | DOL |           | TERRY THOMPSON                                                 |                               | 11371 RIDGE RD<br>WOLCOTT NY 14590                           | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****9733 | TERSAL CONSTRUCTION<br>SERVICES INC                            |                               | 107 FACTORY AVE<br>P.O BOX 11070SYRACUSE NY<br>13208         | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | TERSAL CONTRACTORS, INC.                                       |                               | 221 GARDNER RD<br>P.O BOX 14POMPEI NY 13138                  | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | TERSAL DEVELOPMENT<br>CORP.                                    |                               | 1935 TEALL AVENUE<br>SYRACUSE NY 13206                       | 07/16/2021 | 07/16/2026 |
| DOL | DOL |           | TEST                                                           |                               | P.O BOX 123<br>ALBANY NY 12204                               | 05/20/2020 | 05/20/2025 |
| DOL | DOL | *****6789 | TEST1000                                                       |                               | P.O BOX 123<br>ALBANY NY 12044                               | 03/01/2021 | 03/01/2026 |
| DOL | DOL | *****5766 | THE COKER CORPORATION                                          | COKER<br>CORPORATIO<br>N      | 2610 SOUTH SALINA ST<br>SUITE 14SYRACUSE NY 13205            | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****5766 | THE COKER CORPORATION                                          | COKER<br>CORPORATIO<br>N      | 2610 SOUTH SALINA ST<br>SUITE 14SYRACUSE NY 13205            | 09/17/2020 | 09/17/2025 |
| DOL | DA  | *****1050 | TRI STATE CONSTRUCTION<br>OF NY CORP.                          |                               | 50-39 175TH PLACE<br>FRESH MEADOWS NY 11365                  | 03/28/2022 | 03/28/2027 |
| DOL | DA  | *****4106 | TRIPLE H CONCRETE CORP                                         |                               | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779                    | 08/04/2021 | 08/04/2026 |

**NYSDOL Bureau of Public Work Debarment List    11/08/2023**

**Article 8**

|     |     |           |                                                     |                                |                                                |            |            |
|-----|-----|-----------|-----------------------------------------------------|--------------------------------|------------------------------------------------|------------|------------|
| DOL | DOL | *****8210 | UPSTATE CONCRETE &<br>MASONRY CONTRACTING CO<br>INC |                                | 449 WEST MOMBSHA ROAD<br>MONROE NY 10950       | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****6418 | VALHALLA CONSTRUCTION,<br>LLC.                      |                                | 796 PHLEPS ROAD<br>FRANKLIN LAKES NJ 07417     | 12/01/2020 | 12/01/2025 |
| DOL | NYC | *****2426 | VICKRAM MANGRU                                      | VICK<br>CONSTRUCTI<br>ON       | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581     | 09/17/2020 | 09/17/2025 |
| DOL | NYC |           | VICKRAM MANGRU                                      |                                | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581     | 09/17/2020 | 09/17/2025 |
| DOL | DOL |           | VICTOR ALICANTI                                     |                                | 42-32 235TH ST<br>DOUGLSTON NY 11363           | 01/14/2019 | 01/14/2024 |
| DOL | DOL |           | VIKTORIA RATH                                       |                                | 24 ELDOR AVENUE<br>NEW CITY NY 10956           | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3673 | WALTERS AND WALTERS,<br>INC.                        |                                | 465 EAST AND THIRD ST<br>MT. VERNON NY 10550   | 09/09/2019 | 09/09/2024 |
| DOL | DOL | *****3296 | WESTERN NEW YORK<br>CONTRACTORS, INC.               |                                | 3841 LAYNARD COURT<br>NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | *****8266 | WILLIAM CHRIS MCCLENDON                             | MCCLENDON<br>ASPHALT<br>PAVING | 1646 FALLS STREET<br>NIAGARA FALLS NY 14303    | 05/01/2023 | 05/01/2028 |
| DOL | DOL |           | WILLIAM CHRIS MCCLENDON                             |                                | 1646 FALLS STREET<br>NIAGARA FALLS NY 14303    | 05/01/2023 | 05/01/2028 |
| DOL | DOL |           | WILLIAM G. PROERFRIEDT                              |                                | 85 SPRUCEWOOD ROAD<br>WEST BABYLON NY 11704    | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****5924 | WILLIAM G. PROPHY, LLC                              | WGP<br>CONTRACTIN<br>G, INC.   | 54 PENTAQUIT AVE<br>BAYSHORE NY 11706          | 01/19/2021 | 01/19/2026 |
| DOL | DOL |           | XENOFON EFTHIMIADIS                                 |                                | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101 | 10/11/2023 | 10/11/2028 |



## **FEDERAL PREVAILING WAGE RATE SHEETS**

"General Decision Number: NY20230007 09/22/2023

Superseded General Decision Number: NY20220007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

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

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul> |

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2023       |
| 1                   | 01/13/2023       |
| 2                   | 01/27/2023       |
| 3                   | 02/24/2023       |
| 4                   | 06/30/2023       |
| 5                   | 08/25/2023       |
| 6                   | 09/22/2023       |

ASBE0040-003 05/01/2022

## SULLIVAN AND ULSTER COUNTIES

|                                                                                                                                                                                                                                                             | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| HAZARDOUS MATERIAL HANDLER<br>Duties limited to<br>preparation wetting;<br>stripping; removal;<br>scrapping; vacuuming;<br>bagging; and disposing of<br>all insulation materials<br>whether they contain<br>asbestos or not from<br>mechanical systems..... | \$ 38.40 | 24.42   |
| Insulator/asbestos worker<br>(includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishes to<br>all types of mechanical<br>systems).....                                                                         | \$ 38.40 | 24.42   |

\* ASBE0091-002 05/29/2023

## DUTCHESS AND ORANGE COUNTIES

|                                                                                                                                                                                                                                                             | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| HAZARDOUS MATERIAL HANDLER<br>Duties limited to<br>preparation, wetting,<br>stripping, removal<br>scrapping, vacuuming,<br>bagging and disposing of<br>all insulation materials;<br>whether they contain<br>asbestos or not from<br>mechanical systems..... | \$ 44.97 | 47.35   |
| Insulator/asbestos worker<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to<br>all types of mechanical<br>systems).....                                                                        | \$ 44.97 | 47.35   |

BOIL0005-001 01/01/2021

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

FOOTNOTE:

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

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BRNY0005-001 06/01/2022

Rates Fringes

BRICKLAYER (BUILDING  
CONSTRUCTION)

DUTCHESS, ORANGE  
(Excluding the town of  
Tuxedo) and ULSTER COUNTIES  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 43.94 35.94  
ORANGE COUNTY (Town of  
Tuxedo)  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 44.79 36.50

BRICKLAYER (HEAVY  
CONSTRUCTION)

DUTCHESS, ORANGE  
(Excluding the town of  
Tuxedo) and ULSTER COUNTIES  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 44.44 35.94  
ORANGE COUNTY (Town of  
Tuxedo)  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 45.29 36.50

BRICKLAYER (HIGHWAY  
CONSTRUCTION)

DUTCHESS, ORANGE  
(Excluding the town of  
Tuxedo), SULLIVAN and  
ULSTER COUNTIES  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 44.44 35.94

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CARP0279-005 07/01/2021

Rates Fringes

Carpenters:

BUILDING CONSTRUCTION  
Carpenters, Millwrights,  
Pile Drivers.....\$ 39.04 28.38  
HEAVY & HIGHWAY  
CONSTRUCTION  
Carpenters, Millwrights,  
Pile Drivers.....\$ 39.04 28.38

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CARP0740-002 07/01/2022

DUTCHESS AND ORANGE COUNTIES

Rates Fringes



MILLWRIGHT.....\$ 45.50 41.86

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CARP1556-005 07/01/2022

DUTCHESS AND ORANGE COUNTIES

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Diver Tender.....                 | \$ 52.57 | 53.56   |
| Diver.....                        | \$ 73.03 | 53.56   |
| Dock Builder & Piledrivermen..... | \$ 58.16 | 53.56   |

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ELEC0363-001 04/01/2023

|                                                                                     | Rates    | Fringes    |
|-------------------------------------------------------------------------------------|----------|------------|
| ELECTRICIAN                                                                         |          |            |
| DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....                   | \$ 45.50 | 3%+37.67+a |
| ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES..... | \$ 49.50 | 3%+37.67+a |

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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ELEC1249-002 05/02/2022

|                                                                                                                                                                                                                | Rates    | Fringes  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS) |          |          |
| Flagman.....                                                                                                                                                                                                   | \$ 28.91 | 7%+34.90 |
| Groundman (Digging Machine Operator).....                                                                                                                                                                      | \$ 43.37 | 7%+34.90 |
| Groundman (Truck Driver)....                                                                                                                                                                                   | \$ 38.55 | 7%+34.90 |
| Groundman Truck Driver (Tractor Trailer Unit).....                                                                                                                                                             | \$ 40.96 | 7%+34.90 |
| Lineman and Technician.....                                                                                                                                                                                    | \$ 48.19 | 7%+36.90 |
| Mechanic.....                                                                                                                                                                                                  | \$ 38.55 | 7%+34.90 |

PAID HOLIDAYS:

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

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ELEC1249-004 05/03/2021

## Rates

## Fringes

ELECTRICIAN (Line  
Construction)

Overhead and underground  
distribution and  
maintenance work and all  
overhead and underground  
transmission line work  
including any and all  
fiber optic ground wire,  
fiber optic shield wire or  
any other like product by  
any other name  
manufactured for the dual  
purpose of ground fault  
protection and fiber optic  
capabilities :

|                                                       |          |          |
|-------------------------------------------------------|----------|----------|
| Flagman.....                                          | \$ 32.82 | 7%+34.40 |
| Groundman digging machine<br>operator.....            | \$ 49.23 | 7%+34.40 |
| Groundman truck driver<br>(tractor trailer unit)..... | \$ 46.50 | 7%+34.40 |
| Groundman Truck driver.....                           | \$ 43.76 | 7%+34.40 |
| Lineman and Technician.....                           | \$ 54.70 | 7%+35.40 |
| Mechanic.....                                         | \$ 43.76 | 7%+34.40 |

## Substation:

|                                                       |          |          |
|-------------------------------------------------------|----------|----------|
| Cable Splicer.....                                    | \$ 60.17 | 7%+35.40 |
| Flagman.....                                          | \$ 32.82 | 7%+34.40 |
| Ground man truck driver....                           | \$ 43.76 | 7%+34.40 |
| Groundman digging machine<br>operator.....            | \$ 49.23 | 7%+34.40 |
| Groundman truck driver<br>(tractor trailer unit)..... | \$ 46.50 | 7%+34.40 |
| Lineman & Technician.....                             | \$ 54.70 | 7%+35.40 |
| Mechanic.....                                         | \$ 43.76 | 7%+34.40 |

Switching structures;  
railroad catenary  
installation and  
maintenance, third rail  
type underground fluid or  
gas filled transmission  
conduit and cable  
installations (including  
any and all fiber optic  
ground product by any  
other name manufactured  
for the dual purpose of  
ground fault protection  
and fiber optic  
capabilities), pipetype  
cable installation and  
maintenance jobs or  
projects, and maintenance  
bonding of rails; Pipetype  
cable installation

|                                                       |          |          |
|-------------------------------------------------------|----------|----------|
| Cable Splicer.....                                    | \$ 61.62 | 7%+35.40 |
| Flagman.....                                          | \$ 33.61 | 7%+34.40 |
| Groundman Digging Machine<br>Operator.....            | \$ 50.42 | 7%+34.40 |
| Groundman Truck Driver<br>(tractor-trailer unit)..... | \$ 47.62 | 7%+34.40 |
| Groundman Truck Driver.....                           | \$ 44.82 | 7%+34.40 |
| Lineman & Technician.....                             | \$ 56.02 | 7%+35.40 |
| Mechanic.....                                         | \$ 44.82 | 7%+34.40 |

## FOOTNOTE:

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

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ELEC1249-005 05/06/2019

## SULLIVAN COUNTY

|                                                                                                                                                                                                                          | Rates    | Fringes     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|
| ELECTRICIAN (LIGHTING AND<br>TRAFFIC SIGNAL LINEMAN<br>INCLUDING ANY AND ALL FIBER<br>OPTIC CABLE NECESSARY FOR THE<br>TRAFFIC SIGNAL SYSTEM,<br>TRAFFIC MONITORING SYSTEMS<br>AND ROAD WEATHER INFORMATION<br>SYSTEMS.) |          |             |
| Flagman.....                                                                                                                                                                                                             | \$ 27.00 | 6.75%+24.15 |
| Groundman (Digging Machine<br>Operator).....                                                                                                                                                                             | \$ 40.50 | 6.75%+24.15 |
| Groundman (Truck Driver)....                                                                                                                                                                                             | \$ 36.00 | 6.75%+24.15 |
| Groundman Truck Driver<br>(tractor trailer unit).....                                                                                                                                                                    | \$ 36.00 | 6.75%+24.15 |
| Lineman & Technician.....                                                                                                                                                                                                | \$ 45.00 | 6.75%+24.15 |
| Mechanic.....                                                                                                                                                                                                            | \$ 36.00 | 6.75%+24.15 |

## FOOTNOTE:

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

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ELEC1249-008 01/01/2022

|                                                                                             | Rates    | Fringes  |
|---------------------------------------------------------------------------------------------|----------|----------|
| ELECTRICIAN (Line<br>Construction)<br>TELEPHONE, CATV<br>FIBEROPTICS CABLE AND<br>EQUIPMENT |          |          |
| Cable splicer.....                                                                          | \$ 36.28 | 3%+5.14  |
| Groundman.....                                                                              | \$ 18.25 | 3%+5.14  |
| Installer Repairman-<br>Teledata<br>Lineman/Technician-<br>Equipment Operator.....          | \$ 34.43 | 3%+5.14  |
| Tree Trimmer.....                                                                           | \$ 28.25 | 3%+10.23 |

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

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 ELEVO138-001 01/01/2023

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 67.35 | 37.335+a+b |

FOOTNOTE:

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

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 ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

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

NOTES: Hazmat: 20% above regular rate  
 Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hiliift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver

88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

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

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

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

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

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

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

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

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ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

|                                               | Rates    | Fringes |
|-----------------------------------------------|----------|---------|
| Power Equipment Operator<br>(HEAVY & HIGHWAY) |          |         |
| GROUP 1.....                                  | \$ 58.54 | 28.15+a |
| GROUP 1-A.....                                | \$ 51.68 | 28.15+a |
| GROUP 1-B.....                                | \$ 54.42 | 28.15+a |
| GROUP 2-A.....                                | \$ 49.52 | 28.15+a |
| GROUP 2-B.....                                | \$ 51.05 | 28.15+a |
| GROUP 3.....                                  | \$ 48.67 | 28.15+a |
| GROUP 4-A.....                                | \$ 44.29 | 28.15+a |
| GROUP 4-B.....                                | \$ 38.13 | 28.15+a |
| GROUP 5.....                                  | \$ 54.69 | 28.15+a |
| GROUP 5-A-1.....                              | \$ 54.69 | 28.15+a |
| GROUP 5-A-2.....                              | \$ 66.22 | 28.15+a |
| GROUP 5-A-3.....                              | \$ 63.97 | 28.15+a |
| GROUP 5-A-4.....                              | \$ 60.03 | 28.15+a |
| GROUP 5-A-5.....                              | \$ 50.65 | 28.15+a |

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

GROUP 1-B: Road Paver, Asphalt

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

GROUP 2-B: Mechanic (outside) all types

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

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

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

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

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

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

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

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

#### NOTES:

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

#### CRANES:

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

#### FOOTNOTE:

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

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ENGI0158-006 07/01/2022

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

## Power equipment operators:

|                 |          |       |
|-----------------|----------|-------|
| GROUP A(1)..... | \$ 47.81 | 30.74 |
| 1.....          | \$ 49.06 | 30.74 |
| 2.....          | \$ 50.06 | 30.74 |
| GROUP A.....    | \$ 47.32 | 30.74 |
| GROUP B.....    | \$ 46.30 | 30.74 |
| GROUP C.....    | \$ 43.40 | 30.74 |

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

## FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom truck (over 5 tons)

## GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

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 ENGI0158-018 07/01/2022



NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| HEAVY & HIGHWAY          |          |         |
| GROUP 1.....             | \$ 49.42 | 29.55   |
| GROUP 2.....             | \$ 48.51 | 29.55   |
| GROUP 3.....             | \$ 45.94 | 29.55   |
| GROUP 4.....             | \$ 53.42 | 29.55   |
| GROUP 5.....             | \$ 52.42 | 29.55   |
| GROUP 6.....             | \$ 51.42 | 29.55   |
| GROUP 7.....             | \$ 51.03 | 29.55   |

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Reviniis Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule,

Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

#### FOOTNOTES:

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

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ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Power Equipment Operator  |          |         |
| BUILDING, HEAVY & HIGHWAY |          |         |
| GROUP 1.....              | \$ 50.57 | 30.30   |
| GROUP 2.....              | \$ 48.98 | 30.30   |
| GROUP 3.....              | \$ 47.07 | 30.30   |
| GROUP 4.....              | \$ 45.44 | 30.30   |
| GROUP 5.....              | \$ 43.73 | 30.30   |
| GROUP 6.....              | \$ 52.39 | 30.30   |

#### NOTES:

Hazmat Premium 20%  
Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type);

Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is ""outside material lower hoist""; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement

Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

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ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

Power equipment operators:  
BUILDING CONSTRUCTION  
STEEL ERECTION

|                                                       |          |       |
|-------------------------------------------------------|----------|-------|
| GROUP 1.....                                          | \$ 59.09 | 30.30 |
| GROUP 2.....                                          | \$ 57.43 | 30.30 |
| GROUP 3.....                                          | \$ 50.14 | 30.30 |
| GROUP 4.....                                          | \$ 47.48 | 30.30 |
| GROUP 5.....                                          | \$ 45.95 | 30.30 |
| GROUP 6.....                                          | \$ 44.19 | 30.30 |
| GROUP 7.....                                          | \$ 53.70 | 30.30 |
| BUILDING CONSTRUCTION TANK<br>ERECTION                |          |       |
| GROUP 1.....                                          | \$ 58.81 | 30.30 |
| GROUP 2.....                                          | \$ 57.22 | 30.30 |
| GROUP 3.....                                          | \$ 53.70 | 30.30 |
| GROUP 4.....                                          | \$ 50.13 | 30.30 |
| GROUP 5.....                                          | \$ 44.92 | 30.30 |
| OILOSTATIC MAINLINES AND<br>TRANSPORTATION PIPE LINES |          |       |
| GROUP 1.....                                          | \$ 51.20 | 30.30 |
| GROUP 2.....                                          | \$ 49.55 | 30.30 |
| GROUP 3.....                                          | \$ 47.41 | 30.30 |
| GROUP 4.....                                          | \$ 45.91 | 30.30 |
| GROUP 5.....                                          | \$ 44.19 | 30.30 |
| GROUP 6.....                                          | \$ 53.13 | 30.30 |

## NOTES:

|                      |     |
|----------------------|-----|
| Hydrographic Premium | 50  |
| Hazmat Premium       | 20% |
| Tunnel Premium       | .75 |

## STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's

Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

#### For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

|                       |     |
|-----------------------|-----|
| NOTES: Tunnel Premium | .75 |
| Hazmat Premium        | 20% |
| Hydrographic Premium  | .50 |

#### TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Comgressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

#### FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

#### For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

|                      |     |
|----------------------|-----|
| NOTES:               |     |
| Hydrographic Premium | .50 |
| Hazmat Premium       | 20% |
| Tunnel Premium       | .75 |

#### OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small,

Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inch suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Multiple Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

#### FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

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IRON0417-001 07/01/2022

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.38 | 49.95+a |

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

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\* LAB00017-002 06/01/2019

|                                                                                                                                         | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LABORER                                                                                                                                 |          |         |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION) |          |         |
| GROUP 1.....                                                                                                                            | \$ 35.95 | 27.15   |
| GROUP 2.....                                                                                                                            | \$ 37.75 | 27.15   |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY &                |          |         |

## HIGHWAY:)

|              |          |         |
|--------------|----------|---------|
| GROUP 2..... | \$ 37.90 | 27.15+a |
| GROUP 3..... | \$ 42.15 | 27.15+a |

## ORANGE AND ULSTER COUNTIES

## (BUILDING CONSTRUCTION:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 35.95 | 27.15 |
| GROUP 2..... | \$ 37.75 | 27.15 |
| GROUP 3..... | \$ 40.50 | 27.15 |

## ORANGE, ULSTER, AND

## SULLIVAN COUNTIES (HEAVY &amp;

## HIGHWAY)

|              |          |         |
|--------------|----------|---------|
| GROUP 1..... | \$ 33.15 | 27.15+a |
| GROUP 2..... | \$ 37.90 | 27.15+a |
| GROUP 3..... | \$ 42.15 | 27.15+a |
| GROUP 4..... | \$ 46.75 | 27.15+a |

## TUNNEL, SHAFT &amp; CAISSON

## WORK

|              |          |         |
|--------------|----------|---------|
| GROUP 1..... | \$ 48.05 | 29.50+a |
|--------------|----------|---------|

## LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding; \* asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are



not required.

## GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

## BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

## LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

### GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk from setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work

including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

#### HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

#### FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

#### TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tugger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

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LAB00235-003 05/01/2016

#### DUTCHESS COUNTY

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

#### Laborers:

##### BUILDING CONSTRUCTION

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 33.30 | 26.25 |
| GROUP 2..... | \$ 33.30 | 26.25 |
| GROUP 3..... | \$ 33.30 | 26.25 |

#### LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold

builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

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LAB00235-005 05/01/2023

DUTCHESS COUNTY

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Laborers:

HEAVY & HIGHWAY

|              |          |         |
|--------------|----------|---------|
| GROUP 1..... | \$ 36.45 | 27.80+a |
| GROUP 2..... | \$ 42.80 | 27.80+a |
| GROUP 3..... | \$ 43.90 | 27.80+a |

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

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

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PAIN0009-004 05/01/2023

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|              |          |       |
|--------------|----------|-------|
| GLAZIER..... | \$ 47.95 | 52.77 |
|--------------|----------|-------|

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PAIN0155-003 05/01/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Painters:

|                          |          |       |
|--------------------------|----------|-------|
| Drywall Finishers.....   | \$ 35.94 | 24.66 |
| Lead Abatement Work..... | \$ 35.94 | 24.66 |
| Painter/Paperhanger..... | \$ 35.94 | 24.66 |

|                 |          |       |
|-----------------|----------|-------|
| Spray Rate..... | \$ 36.94 | 24.66 |
|-----------------|----------|-------|

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PAIN0806-008 10/01/2022

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

PAINTER

|                              |          |       |
|------------------------------|----------|-------|
| Structural steel and Bridge. | \$ 54.50 | 52.73 |
|------------------------------|----------|-------|

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PLUM0021-005 05/01/2022

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                         |          |       |
|-------------------------|----------|-------|
| PLUMBER/PIPEFITTER..... | \$ 54.83 | 45.05 |
|-------------------------|----------|-------|

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PLUM0373-002 05/01/2022

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                           |          |       |
|---------------------------|----------|-------|
| Plumber; Steamfitter..... | \$ 49.45 | 43.07 |
|---------------------------|----------|-------|

|                             |          |       |
|-----------------------------|----------|-------|
| REFRIGERATION MECHANIC..... | \$ 37.34 | 35.07 |
|-----------------------------|----------|-------|

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PLUM0373-003 05/01/2022

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                           |          |       |
|---------------------------|----------|-------|
| Plumber; Steamfitter..... | \$ 49.45 | 43.07 |
|---------------------------|----------|-------|

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\* ROOF0008-002 05/01/2023

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|             |          |       |
|-------------|----------|-------|
| ROOFER..... | \$ 46.50 | 38.37 |
|-------------|----------|-------|

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SFNY0669-002 04/01/2023

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                       |          |       |
|-----------------------|----------|-------|
| SPRINKLER FITTER..... | \$ 50.86 | 30.19 |
|-----------------------|----------|-------|

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\* SHEE0038-001 07/01/2023

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

Sheet metal worker.....\$ 50.60 45.62

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TEAM0445-001 05/01/2023

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Truck drivers:

|               |          |         |
|---------------|----------|---------|
| GROUP 1.....  | \$ 34.58 | 44.59+a |
| GROUP 1A..... | \$ 35.72 | 44.59+a |
| GROUP 2.....  | \$ 34.02 | 44.59+a |
| GROUP 3.....  | \$ 33.80 | 44.59+a |
| GROUP 4.....  | \$ 33.69 | 44.59+a |
| GROUP 5.....  | \$ 33.57 | 44.59+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

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

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISIO"



**VILLAGE OF MILLERTON  
Sidewalk Replacement Project  
Village of Millerton, Dutchess County, NY**

**CPL PROJECT NO.: R22.14847.01**

**CONTRACT NO.: 23-001**

**Document Date: December 2023**

**DIVISION 500**

**SPECIAL CONDITIONS**



## **SPECIAL CONDITIONS**

### **PART 1 – GENERAL**

#### **1.1 GENERAL**

It shall be the responsibility of the Contractor to furnish and install all work described herein and in accordance with all provisions of the contract, plans, drawings, and specifications.

The plans and specifications are intended to complement each other, and any detail or item shown on one, but not the other, shall be assumed to be shown on both and shall be binding as if called for by all.

When a conflict appears between the two, it shall be assumed that the higher quality item or method will take precedent. While the plans and specifications are assumed to be complete in all major items and details, it is assumed that the Contractor is competent and expert in their field; therefore, no effort has been made to show each and every detail or item required for a complete installation.

##### **1.11 State Wage Rate Determination**

- A. The New York State Wage Rate determination for this project is in the construction bid documents. State wage rates re-determined in accordance with the law will be retransmitted to the Contractor following receipt by the Owner and will become a part of this Contract at no cost to the Owner.

##### **1.12 Safety and Health Regulations**

- A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act (OSHA) of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- B. The attention of the contractor is directed to the provisions of Section 4(B)(4) of the Occupational Safety and Health Act of 1970.
- C. All work is subject to OSHA Requirements, including, but not limited to, trench wall support systems, proper attire, equipment, and having a competent person on site at all times (OSHA 29 CFR Part 1926 Subpart P).

##### **1.13 Industrial Code Rule No. 23**

16 NYCRR Part 23, "Industrial Code Rule No. 23" ("Code Rule 23") addresses protection in construction, demolition and excavation operations. NYCRR Section 23-1.13 provides for construction, demolition and excavation around or near power lines and power facilities. Code Rule 23 requires at least five (5) normal working days' notice to the utility company before work is begun within ten feet (10') of any live overhead power line or before any excavation work is performed which might contact or disturb a live underground power line. The Contractor shall notify the utility in writing. Contact the Utility Company or the Department of Labor for a complete copy of the Code.

1.14 High Voltage Proximity Act

- A. The Act imposes certain obligations on Contractors and should be carefully reviewed. A copy can be obtained from the Utility Company or the Department of Labor. The requirements imposed by the Act address the erection, transportation, handling or storage of any tools, machines, equipment, suppliers, materials, or apparatus or the moving of any building within dangerous proximity to a high voltage line. The requirements of the Act differ in some respects from those of Code Rule 23 and should be carefully reviewed.

1.2 SITE INSPECTION

Contractors shall inspect the project sites prior to submitting a bid proposal.

1.3 INSTALLATION

All work shall be installed by mechanics that are skilled in this line of work and strict adherence to "state of the art" practices in this field of endeavor must be followed.

- A. The Contractor shall furnish all manpower, materials, tools and equipment necessary to provide a complete installation. The installation shall be made in strict accordance with any manufacturer's recommendation. This will include, but not be limited to the following:
1. Layout including horizontal and vertical alignment as shown on the Contract Plans.
  2. Sitework including demolition of existing sidewalk, curbing, subbase and pavement, stockpiling and protection of construction materials and supplies, disposal of excess spoil material and soil erosion and sedimentation control.
  3. Traffic maintenance and protection (vehicular and pedestrian) including barricades, detours and flag persons. Driveway access shall be maintained to the maximum extent possible. The Contractor shall notify property owners and/or tenants when access will be blocked as well as restored with sufficient notice as to allow vehicles to be relocated.
  4. Furnishing all spare parts, equipment and materials as identified in the contract documents.
  5. Pavement restoration, where indicated on the contract plans. This shall include saw cutting and removal of existing pavement, restoration of pavement, restoration of drainage facilities, curbs, swales and other existing surfaces as required by the contract or equivalent to the original condition, in conformance with the NYS Department of Transportation requirements.
  6. Restoration of all surfaces, including grass, sod, driving surfaces, sidewalks, curbs, swales, gutters, pavement markings, embankments and other existing surfaces as required by the contract or equivalent to the original condition as nearly as possible.
  7. Testing of all construction in accordance with these specifications.
  8. Record (as-built) drawings indicating the finished locations of the improvements with elevations and measured distances to evident physical features shown on the plans.

9. Identification and protection of all existing utilities, underground or overhead which may be affected by the work.

B. While performing work in hazardous areas, the Contractor shall exercise every precaution by using spark-proof tools, explosion-proof temporary lighting equipment, and other explosion-proof equipment. Smoking, welding, the use of open flames, or any other potentially hazardous act or operation is expressly forbidden, and the Contractor shall so inform his employees, agents and other personnel, both in writing and orally, and shall post prominent signs to that effect in the area. There shall be installed, maintained, and periodically inspected sufficient fire-fighting equipment of suitable types to provide ample fire-fighting protection in the hazardous locations for any type of fire which might occur therein. The equipment shall always be filled, in good condition, and in readily accessible locations. Carbon tetrachloride, methyl bromide and other toxic chemical extinguishers shall not be used. The use of gasoline, butane, or propane-powered equipment in hazardous locations is prohibited.

#### 1.4 EXPERIENCE

The Contractor shall have a minimum of five (5) years of documented experience in the installation of sidewalks and curbing and shall have worked on a minimum of five (5) separate sidewalk replacement projects. The documented experience shall include sidewalk work within Village hamlets and business districts.

#### 1.5 SITE FACILITIES

The Contractor shall be responsible for providing sanitary facilities and drinking water for his staff and crew. The Contractor shall be responsible for providing all water required in the performance of the work of this contract and shall be responsible for disposal of all water.

#### 1.6 PERMITS, APPROVALS AND EASEMENTS

Contractor shall be responsible for obtaining and complying with all New York State, Dutchess County and local highway permits required for the project and satisfying all conditions of these permits, including New York State Department of Transportation. The Contractor shall post any bonds and insurance required for the permits, and shall pay the cost of any required State, County and/or Village resident supervision fees required by the permits. The Contractor shall obtain any signs, orders or other documents required to be displayed at the work site in conformance with the permits. In order to complete the project within the specified time periods, the Contractor shall submit a permit application within 7 days of the notice to proceed.

Whenever during the course of construction, historical objects are encountered; such objects shall not be moved or destroyed. Work shall be stopped and re-scheduled to avoid disturbing such areas and the Engineer shall be notified immediately. The Engineer will then contact Archaeological/Cultural Resource, Technical Services, New York State Department of Environmental Conservation at 518-457-3811, who will issue instructional procedures, which will govern continuation of work in the affected area.

Temporary construction and permanent easements will be obtained by the Village as indicated on the contract drawings in order to complete this work. The Contractor shall be responsible for obtaining additional temporary construction easements for placement of horizontal directional drilling equipment and material storage as necessary in order to complete this work. The Contractor shall be responsible for complying with all easement conditions and shall

restore any areas affected by construction activities equal to or better than existing conditions.

#### 1.7 INSURANCE REQUIREMENTS

The Contractor shall name the Village of Millerton and CPL as additionally insured in addition to the insurance requirements specified in the contract documents.

#### 1.8 WORKING HOURS

The proposed project is to be completed along a NYS Highway Right-of-Way. The acceptable working hours for this project shall be in accordance with NYS Department of Transportation (DOT) Highway Work Permit, unless otherwise authorized by the NYS DOT.

#### 1.9 NOTIFICATION

The Contractor shall give the residents, business, Village, and the Engineer a minimum of 1 week notice as well as 48 hours notice prior to work.

#### 1.10 TRAFFIC AND SITE MAINTENANCE

During the period of construction and until construction is completed, to the satisfaction of the Engineer, the Contractor shall maintain traffic, provide flag persons, place adequate signs, barricades and lights, all in accordance with the standards of New York State Traffic Commission Manual of Uniform Traffic Control Devices, Subchapter G. Utmost care must be taken to keep vehicular traffic moving with as little disruption as possible. If, at any time, there is a disagreement as to adequacy of safety precautions exercised by the Contractor, the Engineer's decision shall be final.

The Contractor, at all times, shall maintain streets and thoroughfares in such condition as to provide ready access to business establishments and residences. When necessary, suitable bridges shall be constructed over trenches for pedestrians and vehicular traffic. All such temporary structures shall be safe in all respects, and the Contractor shall be liable for any damages or injuries resulting from this work. The contractor shall ascertain the evenings on which the business establishments are open in the section where work under this Contract is being performed and shall clean up and prepare the business section for the usual activities on those evenings.

The Contractor, at all times, shall maintain access for emergency vehicles at all crossings. If the Contractor constructs a detour, he/she must first obtain the approval of the Owner with respect to the timing, routing and delineation of the detour. Flag persons, adequate signs, lights, etc., shall be provided and maintained at such detour at no cost to the Owner.

#### 1.11 MINIMIZING DISTURBANCE TO ADJACENT LANDOWNERS

- A. Contractor shall promptly complete work in each section of the properties being worked on. Contractor shall not leave equipment in the parking areas of businesses. Contractor shall not block access of customers to commercial sites and parking areas. Contractor shall stay within the existing State and Village Right of Way to allow access to the work area and completion of work.
- B. Where work will take place within easements on private property, the Contractor must take the utmost care to stay within the easement area, to maintain a neat and orderly work site, and ensure that the property is restored to its original condition.

#### 1.12 TIME FOR PERFORMANCE AND ORDER OF WORK

The time for completion shall be **60** days for the sidewalk installation and complete restoration. The order of work should be completed to minimize this time required for completing the overall project.

#### 1.13 ELIMINATION OF WORK

Owner reserves the right to modify or eliminate any section of the work. If Contractor is notified that certain work under the contract has been eliminated, substantial completion shall be determined based upon the work that remains under the contract.

#### 1.14 SHOP DRAWINGS

Where the nature of the work of the Contract makes it necessary, or as required by the Engineer, the Contractor shall submit scale and full-size shop drawings of the work for review by the Engineer. The shop drawings shall be complete in every detail and show any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes.

The Contractor shall thoroughly check all shop drawings of the various trades for measurements, sizes of members, materials and details to make sure that they conform to the intent of the plans and specifications and for any and all other contract requirements. Drawings found to be inaccurate or otherwise in error shall be made correct. Shop drawings prepared by or under the direction of the Contractor shall be checked for accuracy and contract requirements by the Contractor before being forwarded to the Engineer. Shop drawings not so checked and noted will be returned to the Contractor without being examined by the Engineer. All measurements shall be verified at the building and/or structures.

Shop drawings shall be either catalog cuts or drawings showing construction details. The details required will vary but should include dimensions, sizes, type of material, finish, fabrication notes, special care or handling requirements, supplier or vendor name, contract, item number, name of company supplying drawing, date, revision and other information to identify and evaluate the item described. All shop drawings to be submitted using the Submittal Cover sheet (copy located within Part 2 of this Division) and shall be identified by a numbering system consisting of the Contract Number – Specification Number – Submittal Number – Revision Number (Example: 19-017-02110-1-1). In addition, the Submittal Cover sheet shall be signed in the Contractor Approval block indicating that the submittal has been reviewed and approved by the Contractor in accordance with the General Conditions of the Contract.

The Engineer shall promptly review submitted shop drawings, as an aid to the Contractor but review of drawings by the Engineer shall not relieve the Contractor for the proper performance of the work without additional cost to the Owner, whether or not the work was installed in accordance with drawings reviewed by the Engineer. Shop drawings will be reviewed for design and general arrangement only.

Within seven (7) days of the Notice to Proceed, the Contractor shall submit a list of the proposed items to be used in this project, including the name of the manufacturer or trade name, make and model number and relevant product data. After review and comment by the Engineer, six (6) sets of shop drawings shall be submitted. Four (4) sets will be returned to the Contractor.

Drawings will be reviewed and stamped by the Engineer as follows:

- A. “No Exceptions Taken”, If no change or rejection is made.
- B. “Make Corrections Noted”, If minor changes or additions are made but resubmittal is not necessary.
- C. “Revise and Resubmit”, If changes requested are substantial or if retransmittal is considered necessary. The Contractor shall resubmit six (6) sets of revised shop drawings for review.
- D. “Rejected”, If the submittal cannot meet approval with reasonable revisions or is not in compliance.

One (1) complete set of shop drawings stamped either as “No Exceptions Taken” or as “Make Corrections Noted” shall be submitted with the final record drawings. A set of shop drawings stamped either as “No Exceptions Taken” or as “Make Corrections Noted” shall be maintained at the construction site at all times.

#### 1.15 STAGING AREA

Portions of nearby parcels owned by the Village may be available for use as a staging area. Further information will be provided at the pre-bid meeting.

#### 1.16 SOIL BORING DATA

It is presumed that rock is not present in the majority of the project area. Soil borings to determine the presence or absence of rock have not been performed as part of this project.

#### 1.17 EXISTING UTILITIES

There are a number of existing overhead and underground utilities present throughout the project site, including existing water, sewer and gas lines, along with water, sewer and gas services. The Contract Plans indicate the approximate location of existing known underground facilities; however, no warranty is made or implied regarding the exact location of such facilities.

Existing sewers (storm and sanitary), water mains, service lines, hydrants, etc., must be safeguarded and protected at all times. Any damage, breakage, or leakage of the existing systems must be immediately reported to the engineer and the Village Department of Public Works. The Contractor shall be responsible for any damage, contamination, pollution, or leakage regarding the water and sewer system.

The Contractor shall verify the location of all utilities, protect these utilities during the construction and insure that adequate separation distances are provided. The Contractor shall contact Dig Safely New York (a.k.a. UFPO) at 1-800-962-7962 or 811 before commencing any construction activities.

#### 1.18 DISTURBING EXISTING STONE WALLS, FENCES, ETC.

The Contractor shall restore all disturbed work, such as stone walls, fences, curbs and sidewalks, etc., to the satisfaction of the Engineer and/or Owner. No additional payment should be made for the above described restoration.



### 1.19 EXCAVATED MATERIAL

All excavated materials that are not used in the trench backfill or surface restoration, and abandoned structures shall be hauled off and disposed of off the site at the responsibility of the Contractor.

### 1.20 LIMITATIONS FOR STOCKPILING OF MATERIAL

The contractor shall limit all stockpiling of material including but not limited to excavation spoils, stone and backfill material, pipe, equipment, etc., to the area immediately adjacent to the area of excavation. Stockpiled materials shall not be placed in areas that are designated as Freshwater Wetlands, beyond the limits of disturbance boundaries shown on the Plans. Stockpiled material shall not obstruct driveways and must remain within the limits of the easement that the excavation has occurred. Contractor shall not start a trench excavation he cannot immediately complete to a temporary grade with surrounding pavements prior to completion of work for the day.

### 1.21 MEASUREMENT AND PAYMENT

#### A. General

The quantity to be paid under this item will be for completing the sidewalk replacement project as set forth in the plans, drawings, and specifications relating to this contract.

Payments to the Contractor shall be made on the basis of the Bid Form as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties, which may be encountered during the prosecution of the work until the final acceptance by the Owner.

The prices stated in the Bid Form include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details specified herein. The "Basis of Payment" for an item at the price shown in the Bid Form shall be in accordance with its description of the item in this Section and as related to the work specified. Unit prices will be applied to the actual quantities furnished in conformance with the Contract Documents.

Payments for all work completed under this contract will be made in accordance with the provisions of the Information to Bidders on the basis of the specific provisions of this Section of the Specifications. The quantities stated in the Bid Form are approximate only and are intended to serve as the basis for the comparison of bids.

The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established in the Bid Form or this Section, the cost for that Work shall be included in some other applicable Bid Item, so that the Bid Form for the project reflects the total price for

completing the work in its entirety.

The quantities for payment under this Contract shall be full compensation determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner unless otherwise specified. The Engineer will witness all field measurements.

The Owner does not expressly or impliedly agree that the actual amount of the work to be done on the final contract amount in the performance of the contract will correspond with the quantities in the Bid Form; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the Owner as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

No payment will be made for stored materials. It is intended that all work required to complete this Contract will be included in the various bid items as described in the following paragraphs.

- B. This contract shall include all work set forth in plans or specifications required to complete the improvements described. The descriptive narrative prepared for the contract has been structured to define the general work required. There is no intention, either implied or otherwise, that these narratives accurately or completely list all items of work to be undertaken as part of the contract. Any necessary work which is not specifically described in the contract documents shall be included in the contract. Where used herein, the words "included" or "including" shall mean "including but not restricted to". The contract shall include all labor, material, equipment, plant, and other expenses required to perform the work specified. Work shall be performed in accordance with all applicable permits. Prior to start of work, the Contractor must submit a detailed construction schedule.

The work will be in close proximity to existing power lines, buildings, underground utility lines, underground pipes, and other structures. Each bidder must be fully familiarized with all existing piping and underground facilities. The Contractor shall protect existing facilities. The Contractor shall utilize every precaution to protect such structures and utilities from any and all damage, with the understanding that all damage shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner. Compensation for such work as anticipated by the Contractor shall be included in the appropriate bid item in the following Bid Proposal.

#### BASE BID

1. Item No. 1 – Mobilization / Demobilization  
The Contractor shall be paid the lump sum bid in the proposal for this item as required to provide any and all equipment necessary for performing the work. The Contractor shall submit an itemized schedule breakdown of estimated costs of lump sum items, for approval by the Engineer. The initial upfront payment shall not exceed 50% of the total mobilization and demobilization costs. The maximum amount paid under this item shall be 3% of the total bid. Payment to the Contractor shall be made in accordance with the approved lump sum breakdown.
2. Item No. 2 – Maintenance & Protection of Traffic  
The Contractor shall submit an itemized schedule breakdown of estimated costs of lump sum items for approval by the Engineer. The Contractor shall be paid the lump

sum price bid in the proposal for this item. Payment shall be complete including all permit fees, bonding, insurance, traffic control, signs, clean-up and street opening, in accordance with Village of Millerton DPW and NYSDOT Specifications Section 619. Traffic control measures are applicable throughout the project area. Streets must be open and protected at night or when Contractor is not working. Also, prior notification for street restrictions will be required, as appropriate, to Village Highway Department, Village Police Department, Fire Department and affected residents, and the Engineer. The maximum amount paid under this item shall be 3% of the total bid. Payment to the Contractor shall be made in accordance with the approved lump sum breakdown.

3. Item No. 3 – Temporary Erosion Control  
The Contractor shall furnish all materials, labor and equipment required to install and remove temporary erosion control practices, as called for in contract documents. The Contractor shall submit an itemized schedule breakdown of the estimated costs of lump sum items, for approval by the Engineer. Payment to the Contractor shall be made in accordance with the approved lump sum breakdown.
4. Item No. 4 – Concrete Sidewalk  
The Contractor shall be paid the unit price bid in the proposal for the number of square feet of concrete sidewalk restoration, includes concrete handicap ramp and detectable warning field. Payment shall be complete for the removal and disposal of existing sidewalk, final restoration and new sidewalk, replacement of handicap ramps to NYSDOT requirements including subbase and compaction above subgrade elevation, forming, concrete, welded wire mesh, detectable warnings, expansion joints, sealer and all labor. Payment does not include temporary or permanent surface restoration.
5. Item No. 5 – Concrete Curb  
The Contractor shall be paid the unit price bid in the proposal for the number of lineal feet of concrete curb and drop curb installed. Payment shall be complete for removal and disposal of existing curb, new curb, final installation only including subbase and compaction above subgrade elevation, concrete and reinforcing. Payment does not include temporary or permanent surface restoration.
6. Item No. 6 – Testing Services  
The Contractor shall be paid the lump sum price bid in the proposal for the complete subbase compaction and concrete testing. Payment shall be complete including all necessary, equipment and laboratory testing for both preliminary and final tests.
7. Item No. 7 – Pavement Restoration  
The Contractor shall be paid the unit bid price in the proposal for the number of square feet of asphalt pavement restoration. Payment shall be complete for final restoration only including subbase and compaction above subgrade elevation, asphalt base and binder course, asphalt top course, tack coating, joint sealing and pavement markings. Payment does not include temporary surface restoration.
8. Item No. 8 – Restoration of Unpaved Areas  
The Contractor shall be paid the lump sum bid in the proposal to provide unpaved surface restoration. Payment shall be complete for final restoration only including topsoil, seeding, mulch, landscaping, gravel/stone driveways or other materials required to match preexisting conditions. Payment to the Contractor shall be made in accordance with the approved lump sum breakdown.

9. Item No. 9 – Tree Removal

The Contractor shall be paid the lump sum bid for all tree removals as indicated in the contract documents. Payment shall be complete for excavation, tree cutting, stumping, removal and disposal of tree. Final surface restoration is not included as part of this item.

ALLOWANCES

1. Allowance No. 1 – Additional Miscellaneous Work

The Contractor shall be paid under this item only for work which is performed and properly assigned by the Engineer for compensation under this Item. The Contractor will be deemed not to have included in this Item any overhead and profit for any other portion of his work on the Contract, since there is a possibility that the entire amount of this Item may not be used. The Contractor shall submit vendor invoices for work under this item. During this Contract work, if and when miscellaneous work is assigned by the Engineer, the Contractor shall follow the requirements of the specifications. The itemized proposal shall include an allowance of five thousand dollars and no cents (\$5,000.00).

ADD ALTERNATE BIDS

The quantity to be paid under this item will be for completing the add alternates will be consistent with the base bid item descriptions as set forth in the plans, drawings, and specifications relating to this contract.

1. Add Alternate 1 – Sidewalk Replacement on NYS Route 44 (Main Street)

The Contractor shall be paid the unit price bid in the proposal for the number of square feet of sidewalk, the linear feet of curbing and the lump sum price bid in the proposal for required testing services and pavement restoration.

## **ITEM 2.0 – PROJECT FORMS AND RELATED DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.22 SUMMARY**

This Section lists the project forms used for administration of the project as well as documents used for administration and logistics

#### **1.23 FORMS**

The following forms are contained within the conditions of the contract section:

1. FRONT END SUBMISSION LOG
2. PROJECT REQUEST FOR INFORMATION (RFI) FORM
3. SUBCONTRACTOR LIST
4. ALLOWANCE DISBURSEMENT FORM
5. SUBSTITUTION REQUEST FORM
6. SUBMITTAL COVER
7. INFORMATION BULLETIN

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **1.24 PROCEDURES**

Front End Submission Log: This document is a checklist of the required submissions. Refer to Bidding Requirements, Section entitled “Instructions to Bidders” and Division 1, Specification Section entitled “SUBMITTAL PROCEDURES” for submission procedures.

Project Request For Information (RFI) Form: This form is to be used for information requests. The forms are filled out by any party to the contract and sent to the Architect/Engineer. The Architect/Engineer shall number RFI before processing.

Subcontractor List: This document is to be used identify subcontractors. The forms are filled out by each Prime Contractor for all proposed subcontractors and sent to the Architect/Engineer in accordance with. Division 1, section entitled “SUBMITTAL PROCEDURES”

Allowance Disbursement Form: the Architect/Engineer shall issue this document after all parties have agreed to the conditions of change to be charged to the Allowance Amount in accordance with Division 1, section entitled “ALLOWANCES”, if required.

Substitution Request Form: This document is to be used for a Contractor to propose substitutions. The forms are filled out by each Prime Contractor and sent to the Architect/Engineer in accordance with. Division 1, section entitled “SUBMITTAL PROCEDURES” and “PRODUCT REQUIREMENTS”.

Submittal Cover: This document is to be used for submittal submissions. The forms are filled out by each Prime Contractor and sent to the Architect/Engineer in accordance with. Division 1, section entitled “SUBMITTAL PROCEDURES”

Information Bulletin: The Architect/Engineer shall issue this document for 3 actions.

1. PROPOSAL REQUEST: A quotations for changes in the Contract Sum and / or proposed modifications to the Contract Documents

2. SUPPLEMENTAL INSTRUCTIONS: Instructions for changes to the Contract Documents without additional cost or time
3. CONSTRUCTION CHANGE DIRECTIVE: A directive to immediately proceed with changes to the work of the contract and to submit final cost for inclusion into a Change Order



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## FRONT END SUBMISSION LOG

---

### VILLAGE OF MILLERTON SIDEWALK REPLACEMENT PROJECT

---

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

---

#### SUBMISSIONS

---

| Submission            | Date      |          | Remarks |
|-----------------------|-----------|----------|---------|
|                       | Submitted | Approved |         |
| Contract:             |           |          |         |
| Schedule of Values:   |           |          |         |
| Bonds:                |           |          |         |
| Insurance:            |           |          |         |
| Workers Compensation: |           |          |         |
| Automobile Insurance: |           |          |         |
| Safety Program:       |           |          |         |
| Schedule:             |           |          |         |
| Submittal Schedule:   |           |          |         |
| Emergency Contact:    |           |          |         |
| Substitution List:    |           |          |         |
| Subcontractor List:   |           |          |         |
| Project Manager:      |           |          |         |
| Superintendent:       |           |          |         |

*This log is to be used by the contractor to monitor and complete the required front-end submissions.*

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Hudson, NY 12534  
CPLteam.com  
518.828.2300 TEL  
518.828.3963 FAX







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|                                |               |
|--------------------------------|---------------|
| <b>REQUEST FOR INFORMATION</b> | <b>RFI #:</b> |
|                                | <b>Date:</b>  |

**VILLAGE OF MILLERTON SIDEWALK REPLACEMENT PROJECT**

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

To: \_\_\_\_\_ Firm: \_\_\_\_\_

From: \_\_\_\_\_

**WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:**

Subject: \_\_\_\_\_

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

Information is Requested By: \_\_\_\_\_

MESSAGE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractors Name: \_\_\_\_\_

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

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Hudson, NY 12534  
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518.828.3963 FAX



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## SUBCONTRACTOR LIST

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### VILLAGE OF MILLERTON SIDEWALK REPLACEMENT PROJECT

---

To: **CPL** From: \_\_\_\_\_  
 64 Green Street, Suite 1 (Contractor) \_\_\_\_\_  
 Hudson, New York 12534 \_\_\_\_\_

Contractors  
 No.: \_\_\_\_\_  
 Contract For: \_\_\_\_\_

---

List Subcontractors proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section No.: \_\_\_\_\_ Section Title: \_\_\_\_\_  
 Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_

---

Section No.: \_\_\_\_\_ Section Title: \_\_\_\_\_  
 Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_

---

Section No.: \_\_\_\_\_ Section Title: \_\_\_\_\_  
 Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_

---

Section No.: \_\_\_\_\_ Section Title: \_\_\_\_\_  
 Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_

---

☐ Attachment(s)

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Copies: ☐ **Owner** ☐ **Consultants** ☐ **File**  
☐ ☐ ☐

---



**ALLOWANCE DISBURSEMENT AUTHORIZATION**

Owner \_\_\_\_\_  
Architect/Engineer \_\_\_\_\_  
Contractor \_\_\_\_\_  
Field \_\_\_\_\_  
Other \_\_\_\_\_  
Other \_\_\_\_\_

**VILLAGE OF MILLERTON SIDEWALK REPLACEMENT PROJECT**

Allowance Disbursement No. \_\_\_\_\_ Initiation Date: \_\_\_\_\_  
Contract For: \_\_\_\_\_  
\_\_\_\_\_  
To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
Contract Date: \_\_\_\_\_  
\_\_\_\_\_

*Not valid until signed by Owner, Architect/Engineer, [Construction Manager] and Contractor.*

The Original Contract Allowance \_\_\_\_\_  
Net Allowance Disbursements previously authorized \_\_\_\_\_  
Charges to Contract Allowance as a result of this authorization \_\_\_\_\_  
Current Contract Allowance Balance including this authorization \_\_\_\_\_

Owner: \_\_\_\_\_  
  
Architect/Engineer: \_\_\_\_\_  
(CPL)  
Contractor: \_\_\_\_\_



## SUBSTITUTION REQUEST FORM

### VILLAGE OF MILLERTON SIDEWALK REPLACEMENT PROJECT

To: **CPL** From: \_\_\_\_\_  
 64 Green Street, Suite 1 (Contractor) \_\_\_\_\_  
 Hudson, New York 12534 \_\_\_\_\_

Re: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
 Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
 Section Number: \_\_\_\_\_ Page: \_\_\_\_\_ Part/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 History: ☐ New product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_

☐ Point-by-point comparative data attached

Reason for not providing specified item: \_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect/Engineer: \_\_\_\_\_

Contractor: \_\_\_\_\_ Owner: \_\_\_\_\_

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

Proposed substitution affects other parts of Work: ☐ No  
☐ Yes, explain \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_)

Proposed substitution changes Contract Time: ☐ No  
☐ Yes; explain [Add] [Deduct] \_\_\_\_\_ days

Supporting Data Attached:

☐

Drawings

☐

Product Data

☐

Samples

☐

Tests

☐

Reports

☐

\_\_\_\_\_

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

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

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

Firm: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### REVIEW AND ACTION

☐

Substitution approved - Make submittals in accordance with Specification Section 01330.

☐

Substitution approved as noted - Make submittals in accordance with Specification Section 01330.

☐

Substitution rejected - Use specified materials.

☐

Substitution Request received too late - Use specified materials.

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

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

#### Additional

Comments:

☐

Contractor

☐

Subcontractor

☐

Supplier

☐

Manufacturer

☐

Architect/Engineer

☐

Other

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# SUBMITTAL COVER

(Attach to each submittal)



#  
Submittal No. Contractor  
only

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone / Fax: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Engineer Project No.: 14847.00  
Contractors Number: \_\_\_\_\_  
Project Name: Village of Millerton  
Sidewalk Replacement Proj.  
Date returned: \_\_\_\_\_

## TYPE OF SUBMITTAL

(Check one)

- |                                        |                                          |                                          |
|----------------------------------------|------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Product Data  | <input type="checkbox"/> Color Selection | <input type="checkbox"/> O&M Manual      |
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Sample          | <input type="checkbox"/> Record Document |
| <input type="checkbox"/> Other         |                                          |                                          |

DATE OF SUBMITTAL: \_\_\_\_\_

RESUBMITTED: \_\_\_\_\_

NUMBER OF ATTACHED: \_\_\_\_\_

## SUBSTITUTION

See General Conditions

☐ YES ☐ NO

## PRODUCT IDENTIFICATION

Specification Section No.: \_\_\_\_\_  
Contract Dwg. No.: \_\_\_\_\_  
Product Name: \_\_\_\_\_  
Part/Paragraph: \_\_\_\_\_  
Detail Reference: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_

## CONTRACTOR APPROVAL

Identify that this submittal has been reviewed and approved by the Contractor in accordance with the General Conditions

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

## Contractor Comments:

## FOR USE BY CPL

## SHOP DRAWING

- |                                               |                                            |
|-----------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> No Exception Taken   | <input type="checkbox"/> Revise & Resubmit |
| <input type="checkbox"/> Furnish as Corrected | <input type="checkbox"/> Rejected          |

Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe satisfactory manner.

CPL

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

## Architect's Comments:

## RECEIVED STAMP

64 Green Street, Suite 1  
Hudson, NY 12534  
CPLteam.com  
518.828.2300 TEL  
518.828.3963 FAX



## INFORMATION BULLETIN

PROJECT: Village of Millerton Sidewalk Replacement Project INFORMATION BULLETIN NO.:

OWNER: DATE:

CONTRACTOR: ENGINEER'S PROJECT NO.: 14847.00

DESCRIPTION: CONTRACT NO:

CONTRACT DATE:

ATTACHMENT(S):

### ACTION

- ☐ 1. *PROPOSAL REQUEST*: Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.
- ☐ 2. *SUPPLEMENTAL INSTRUCTIONS*: Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.
- ☐ 3. *CONSTRUCTION CHANGE DIRECTIVE*: Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material (Not to Exceed)

Change in Contract Sum of \_\_\_\_\_

Change in Contract Time of \_\_\_\_\_ days

ISSUED:

ACCEPTED:

AUTHORIZED:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Architect Date  
Required for Actions 1,2,3

Owner Date  
Required for Action 3

Contractor Date  
Required for Actions 2,3

|                                     |                                    |                                                |                                          |
|-------------------------------------|------------------------------------|------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Owner      | <input type="checkbox"/> Architect | <input type="checkbox"/> Structural            | <input type="checkbox"/> Civil           |
| <input type="checkbox"/> Contractor | <input type="checkbox"/> Field     | <input type="checkbox"/> Mechanical/Electrical | <input type="checkbox"/> Other (Roofing) |



**VILLAGE OF MILLERTON  
Sidewalk Replacement Project  
Village of Millerton, Dutchess County, NY**

**CPL PROJECT NO.: R22.14847.01**

**CONTRACT NO.: 23-001**

**Document Date: December 2023**

**DIVISION 600**

**TECHNICAL SPECIFICATIONS**



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**SECTION 000110 - TABLE OF CONTENTS****SPECIFICATIONS****DIVISION 01 – GENERAL REQUIREMENTS**

012100 - ALLOWANCES

012200 - UNIT PRICES

012300 - ALTERNATES

012500 - SUBSTITUTION PROCEDURES

013300 - SUBMITTAL REQUIREMENTS

015015 - TEMPORARY CONTROLS

015100 - TEMPORARY UTILITIES

015713 - TEMPORARY EROSION AND SEDIMENT CONTROL

017329 - CUTTING AND PATCHING

017700 - CLOSEOUT PROCEDURES

**DIVISION 02 - EXISTING CONDITIONS**

024100 - DEMOLITION

**DIVISION 03 - CONCRETE**

030001 - CAST-IN-PLACE CONCRETE

030191 - JOINT MATERIALS

**DIVISION 31 - EARTHWORK**

312312 - EARTHWORK

312323 - FILL

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

320120 - PREPARATION FOR RESURFACING CONCRETE PAVEMENTS

320140 - HOT MIXED ASPHALT PAVING

321454 - RESTORATION AND REPLACEMENT OF PAVING AND IMPROVEMENTS

321623 - SIDEWALKS

321638 - CHANGING ELEVATIONS OF DRAINAGE STRUCTURES AND WATER VALVE BOX  
COVERS

329219 - SEEDING

329911 - TOPSOIL

**DIVISION 34 -- TRANSPORTATION**

340551 - TRAFFIC MAINTENANCE AND PROTECTION

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**SECTION 012100  
ALLOWANCES****SUMMARY****1.01 RELATED SECTIONS:**

- A. Section 012200 Unit Prices for procedures for using unit prices.

**1.02 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Miscellaneous additional work.
- C. Related Sections include the following:
  - 1. Divisions 2 Sections for items of Work covered by allowances.

**1.03 SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices to show actual cost of testing services for use in fulfillment of each allowance.
- C. Submit invoices, delivery slips and other supporting data to show actual quantities and costs for use in fulfillment of each allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

**1.04 COORDINATION**

- A. Coordinate allowance items with other portions of the Work.

**PART 2 PRODUCTS (NOT APPLICABLE)****PART 3 EXECUTION****3.01 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement

**3.02 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**3.03 SCHEDULE OF ALLOWANCES**

**ALLOWANCE NO. 1: INCLUDE \$5,000 FOR MISCELLANEOUS ADDITIONAL WORK.**

**END OF SECTION**



**SECTION 012200  
UNIT PRICES****SUMMARY****1.01 SECTION INCLUDES ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS FOR UNIT PRICES.****1.02 RELATED SECTIONS:**

- A. Section 012100 Allowances for procedures in using Unit Prices with Allowances

**1.03 DEFINITIONS**

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

**1.04 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections indicated in the "Schedule of Unit Prices" for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

**PART 2 PRODUCTS (NOT APPLICABLE)****PART 3 EXECUTION****3.01 LIST OF UNIT PRICES**

- A. Unit Price – Subbase Course (NYSDOT 304.02, Type 2):
  - 1. Description: Backfill according to Division 2 Section "Earthwork".
  - 2. Unit of Measurement: Cubic yards of compacted fill material, measured in place.
- B. Unit Price – Granite Curb:
  - 1. Description: Granite curb according to Division 2 Section "Granite Curb".
  - 2. Unit of Measurement: Linear foot of granite curb, measured in place.

**END OF SECTION**

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**SECTION 013300  
SUBMITTAL REQUIREMENTS**

**SECTION 013300 - SUBMITTAL PROCEDURES**

**1.01 PART 1 GENERAL**

**A. SUMMARY**

1. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
2. This specification describes the procedures for submission of submittals and shop drawings using Newforma Info Exchange.
  - a. The Contractor will be required to use the Newforma Info Exchange for the transfer of Submittals, Shop Drawings and RFIs. There will be no exceptions to this requirement. The contractor will be given a login and password free of charge. For more information follow the procedure below.
    - 1) [Information and instructions for use are available for review by the contractor by contacting CPL. The Contractor is to provide an email address for the file to be sent. A PDF file will be emailed to the requesting contractor.

**B. DEFINITIONS**

1. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
2. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
3. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

**C. DELEGATED-DESIGN SERVICES**

1. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - a. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
2. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - a. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

**D. SUBMITTAL GENERAL ADMINISTRATIVE REQUIREMENTS**

1. The Contractor shall prepare a Submittal Log containing the information required to be submitted under the Submittal article from each respective Specification Section. With each item listed the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute an approval for the submittal, shop drawings and sample submissions to commence. No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.
2. The contractor shall prepare expected submittals in Newforma that correspond to all submittals listed on the submittal schedule at the time of submission of the submittal log.

- These expected submittals are to follow the naming conventions laid out in section "1.5 submittal schedule" and "1.6 submittal identification"
3. The Contractor is responsible for all costs for creating electronic files for the submittal process. The Architect will not provide this service.
    - a. The Submittal Cover Sheet located in Specification Section 006000 Project Forms shall be used for all Submittals.
      - 1) An electronic form of the submittal cover is available from the Architect.
    - b. The Submittal Cover sheet when scanned to a .PDF shall be the first page viewed in the individual file.
      - 1) Each product submitted within a specification section shall have a Submittal Cover sheet attached. Combined submittals with one cover page will not be accepted
      - 2) Each Submittal Cover sheet shall be filled in completely. Files that are sent with the Submittal Cover Sheet missing or not filled in correctly will not be reviewed. The Architect will send a notice that the submittal is missing information. If the Contractor fails to correct or provide the proper submittal within 15 days, notice will be provided, and the submittal will be REJECTED.
    - c. The Contractor(s) will be provided with a link to upload files to the Newforma Info Exchange. The site address and a "log in" will be provided to the Contractor(s) free of charge.
    - d. A read only Record Submittal Log and RFI Log will be available from the Newforma Info Exchange for the Contractors reference in checking the status of the submittals and shop drawings.
  4. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
    - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
    - b. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
    - c. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
    - d. Coordinate transmittals of different types of submittals from related section for parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.
      - 1) Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received. Delays associated with the above are the not the Architects responsibility and rests solely with the Contractor.
  5. [Architect's Digital Data Files: For Projects where Project Building Information Modeling Protocol is NOT executed.
    - a. [Architect will not furnish Contractor with digital drawings for the preparation of shop drawings.]
    - b. [The Architect will provide digital PDF's of Contract Drawings for the purpose of producing project record drawings [for a Handling Fee of \$\_\_\_\_\_] [per drawing file.][for the set.]
      - 1) Contract documents are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.]
  6. [BIM Incorporation: [Incorporate] [Construction Manager will incorporate] design drawing and data files into BIM established for Project.
    - a. Prepare design drawings and data files in the following format - Refer to these executed AIA Documents – required for BIM incorporation;

- 1) AIA Document G201 – 2013 Project Digital Data Protocol Form
- 2) AIA Document G202 – 2013 Project Building Information Modeling Protocol Form
- 3) AIA Document E203–2013, Building Information Modeling and Digital Data Exhibit]

E. SUBMITTAL SCHEDULE

1. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect [ and Construction Manager] and additional time for handling and reviewing submittals required by those corrections.
  - a. Submit a preliminary if not final Submittal Schedule for approval a minimum of 15 days after award of contract. Failure to submit a submittal schedule within the required time frame will result in the refusal by the Architect to review any submittals. Delays associated with failure to receive the Submittal Schedule are the not the Architects responsibly and rest solely with the Contractor.
2. The information is required to be submitted under the Submittal article from each respective Specification Section. With each item listed the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute a review for the submittal, shop drawings and sample submissions may commence. No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.
  - a. The Submittal Schedule shall be coordinated with the overall Project Schedule to ensure that submittals are submitted and reviewed so as not to delay the Project Schedule.
  - b. The Architect will not be responsible for ensuring that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals are the Contractor's sole responsibility. Delays associated with the contractor's failure to provide the required submittals are the Contractors responsibility.
  - c. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - d. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - e. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - 1) Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
  - f. Format: Arrange the following information in a tabular format:
    - 1) Scheduled date for first submittal.
    - 2) Specification Section number and title.
    - 3) Submittal Category: Action; informational.
    - 4) Name of subcontractor.
    - 5) Description of the Work covered.
    - 6) Scheduled date for Architect's [ and Construction Manager's] final release or approval.
    - 7) Scheduled dates for purchasing.
    - 8) Scheduled date of fabrication.

9) Scheduled dates for installation.

**F. SUBMITTAL IDENTIFICATION**

1. Submittal Cover Sheet: Attach one cover sheet for each product, shop drawing or sample. DO NOT combine submittals together with one cover sheet for multiple items. They will not be reviewed.
2. Submittal Information: Include the following information in each submittal. Use the submittal cover form found in specification section 060000 Project Forms. An electronic form can be sent to the contractor upon request
  - a. Contractor, Address, Phone/fax and or Email
  - b. Contractors Submittal Number.
  - c. Architects Project Number.
  - d. Project Name (if not filled in by the Architect)
  - e. Type of submittal being sent (select box)
  - f. Product Identification including the following: Provide one submittal cover sheet for each product within a specification section
    - 1) Specification Section Number
    - 2) Contract Drawing Number
    - 3) Product Name
    - 4) Specification Reference: Part/Paragraph
    - 5) Detail Reference
    - 6) Manufacturer
  - g. Contractors Approval: The contractor must acknowledge that they have reviewed the submittal for conformance with the Contract Documents and must sign and date the approval.
  - h. Deviation from the Contract Documents: Where the submittal may not meet all of the requirements of the specified item. The contractor must indicate how the submitted item differs from the specified item.
  - i. Contractor Comments: Any additional comments by the contractor should be indicated in this space. (Provide an attachment sheet for any other information required that will not fit on the cover sheet.)
3. Deviations and Additional Information: On each individual submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information, revisions, line by line comparison and other information requested by Architect [ and Construction Manager]. Indicate by highlighting on each submittal or noting on attached separate sheet. Identify options requiring selection by Architect.
4. File Naming (for uploading): Each submittal or shop drawing file uploaded to the project on the Newforma Info Exchange, shall have in the file name, the specification section number followed by the submittal number, the submittal abbreviation and the specification section name. For re-submissions an R1 would be added following submittal number. The file name must include the following information:
5. When uploading submittals or RFI's to the Newforma Info Exchange, complete the online transmittal. The information required is derived from the contractor's submittal cover sheet or RFI. Instructions using the Newforma Info Exchange are available from CPL. These instructions can be emailed to the contractor.

**G. SUBMITTAL DATA AND TESTING REQUIREMENTS**

1. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Each product within a specification section shall have a separate submittal cover.
  - a. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - b. Mark each copy of each submittal to show which products and options are applicable. Send full submittals for each product. Partial submittals will not be reviewed until all required submittal information is received. The architect will not be responsible for

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- project delays due to the contractor's failure to submit the required submittal information in a complete package.
- c. Include the following information, as applicable:
    - 1) Manufacturer's catalog cuts.
    - 2) Manufacturer's product specifications.
    - 3) Standard color charts.
    - 4) Statement of compliance with specified referenced standards.
    - 5) Testing by recognized testing agency.
    - 6) Application of testing agency labels and seals.
    - 7) Notation of coordination requirements.
    - 8) Availability and delivery time information.
  - d. For equipment, include the following in addition to the above, as applicable:
    - 1) Wiring diagrams that show factory-installed wiring.
    - 2) Printed performance curves.
    - 3) Operational range diagrams.
    - 4) Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - e. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
2. Shop Drawings: Prepare project-specific information for each shop drawing. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data [ unless submittal based on Architect's digital data drawing files is otherwise permitted].
- a. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - 1) Identification of products.
    - 2) Schedules.
    - 3) Compliance with specified standards.
    - 4) Notation of coordination requirements.
    - 5) Notation of dimensions established by field measurement.
    - 6) Relationship and attachment to adjoining construction clearly indicated.
    - 7) Description any conflicts with other trades.
    - 8) Seal and signature of professional engineer if specified.
3. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
- a. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package. If samples are delivered with product data, only the samples will be reviewed. The Product Data must be uploaded to the Newforma Info Exchange. A duplicate submittal cover sheet is to be uploaded to the Newforma Info exchange as a record of sample delivery.
    - 1) The Product Data is to be loaded concurrent with the delivery of samples. Samples may be delivered/given to the Architect. In the remarks column of the transmittal place "given to the Architect"
  - b. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - 1) Project name and submittal number.
    - 2) Generic description of Sample.
    - 3) Product name and name of manufacturer.
    - 4) Sample source.
    - 5) Number and title of applicable Specification Section.
    - 6) Specification paragraph number and generic name of each item.
    - 7) In addition to all hard copy and physical samples submitted, duplicate digital submittal is to be produced for review, record and tracking purposes through Newforma Info Exchange. Include same information as above as well as a high resolution, color, digital image of all samples with labeled information clearly

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- visible for each physical sample.
- c. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - 1) Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - 2) Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - d. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
    - 1) Number of Samples: Submit [one] full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect [, through Construction Manager,] will return submittal with options selected.
  - e. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - 1) Number of Samples: Submit [three] sets of Samples. Architect [ and Construction Manager] will retain [two] Sample sets; remainder will be returned. [ Mark up and retain one returned Sample set as a project record Sample.]
      - (a) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - (b) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least [three] sets of paired units that show approximate limits of variations.
4. Information requirements for each submittal: Where submittal is requiring Schedules, Product Data, Qualification Data, Design Data, Certificates and Tests use the following protocol.
- a. Schedules: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - b. Product Data. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
    - 1) Manufacturer and product name, and model number if applicable.
    - 2) Number and name of room or space.
    - 3) Location within room or space.
  - c. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
  - d.
  - e. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if

applicable. Provide name and version of software, if any, used for calculations.  
Number each page of submittal.

f. Certificates:

- 1) Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2) Insert definition of Contractor certificates here if required by individual Specification Sections. See the Evaluations.
- 3) Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 4) Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 5) Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
- 6) Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
- 7) Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- 8) Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 9) Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 10) Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- 11) Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- 12)

g. Test and Research Reports:

- 1) Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
- 2) Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 3) Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4) Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5) Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract



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- Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6) Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    - (a) Name of evaluation organization.
    - (b) Date of evaluation.
    - (c) Time period when report is in effect.
    - (d) Product and manufacturers' names.
    - (e) Description of product.
    - (f) Test procedures and results.
    - (g) Limitations of use.
  5. Submit the following submittals: Within 15 days of contract award.
    - a. Submittal Schedule including dates of anticipated review and approval.
      - 1) No submittals will be reviewed without an approved Submittal Schedule in place.
    - b. Subcontractor List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
      - 1) Name, address, telephone number and email address of entities performing subcontract or supplying products.
      - 2) Number and title of related Specification Section(s) covered by subcontract.
    - c. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
    - d. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
  6. Submit with in the first 30 days after Contract Award
    - a. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014329 "Special Inspections."
    - b. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
    - c. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
  7. Submit Field Test Reports during construction within 15 days of the testing date and as follows:
    - a. Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  8. Submit a minimum 30 days prior to Project Closeout:
    - a. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
    - b. Maintenance Data: Comply with requirements specified in Division 01 Section 017823 "Operation and Maintenance Data."
- H. SUBMITTAL PROCESSING
1. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

2. The architect will not be responsible for project delays due to the contractor's failure to submit the required submittal information in time to allow for review based on the stipulated review time and to meet the project schedule.
3. Initial Review: Allow 10 Calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
4. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
5. Re-submittal Review: Allow 10 Calendar days for review of each re-submittal.
6. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 Calendar days for initial review of each submittal.
7. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 Calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
8. Where submittal are required to be approved that are part of an assembly or for items such as finishes where color selections are required. The submittal will be retained until all of the information related to these systems and color selections is provided and accepted.
9. Products with multiple submittals may be held until all necessary information has been submitted for architect to make a complete review. Submittals dependent on coordinating information from related or dependent products; or products with critical interface with other products may be held until all information is submitted for architect to make a complete review and coordinate all required information. (example door frames will not be reviewed without door hardware)
10. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - a. Note date and content of previous submittal.
  - b. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  - c. Resubmit submittals until they are marked with reviewed notation from Architect's [ and Construction Manager's] action stamp.
11. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

I. SUBMITTAL PROCEDURES

1. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
2. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
3. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
4. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

7. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  8. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  9. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    - a. Name of evaluation organization.
    - b. Date of evaluation.
    - c. Time period when report is in effect.
    - d. Product and manufacturers' names.
    - e. Description of product.
    - f. Test procedures and results.
    - g. Limitations of use.
  10. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
  11. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  12. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
  13. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  14. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
  15. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- J. CONTRACTOR'S REVIEW
1. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
  2. Contractors Approval: Provide Contractor's approval signature and date on the Submittal Cover sheet certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- K. ARCHITECT'S ACTION
1. Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will respond to each submittal indicating one of the following actions required:
    - a. No Exceptions Taken: Architect takes no exception to the submittal. This part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
    - b.

- c. Furnish as Corrected: No exceptions taken except what is identified by the Architect. The part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance. Furnish any additional related information as requested.
  - d. Revise and Re-Submit: Revise the submittal based on the Architects comments and resubmit the submittal. Do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    - 1) Do not permit submittals marked "Revise and Resubmit" to be used at the Project Site, or elsewhere where Work is in progress.
  - e. Rejected: The submittal is rejected. See Architects comments on why submittal was rejected.
    - 1) Submittal has not been reviewed by the Contractor and so noted.
    - 2) Submittal has been prepared without due regard for information called for or logically implied by the Contract Documents.
    - 3) Information is not sufficiently complete or accurate to verify that work represented is in accordance with the Contract Documents.
    - 4) Do not permit submittals marked "Rejected" to be used at the Project Site, or elsewhere where Work is in progress.
  - f. No Action Taken: The submittal is not required and will not be reviewed.
- 2. Submittals by Newforma Info Exchange: Architect [ and Construction Manager] will indicate, on Newforma Info Exchange, the appropriate action.
  - 3. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. The Architects action will be noted in the Newforma Info Exchange.
  - 4. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect. The Architects action will be noted in the Newforma Info Exchange and noted as a partial review until a full submittal can be received.
  - 5. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review.
  - 6. Submittals not required by the Contract Documents will not be reviewed and will receive no action.

**END OF SECTION**

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**SECTION 013800  
CONSTRUCTION PHOTOGRAPHS****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Preconstruction photographs.
- B. Periodic construction photographs.

**1.02 PHOTOGRAPHY**

- A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.

**1.03 SUBMITTALS**

- A. Construction Photographs: Submit one prints of each photographic view within 30 days of taking photographs.
- B. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

**1.04 TECHNIQUE**

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software. Include date and time in filename for each image.
- C. Preconstruction Photographs: Before commencement of excavation, commencement of demolition, starting construction, take color, digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points. Flag excavation areas and construction limits before taking construction photographs. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take 12 color, digital photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

**END OF SECTION**

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**SECTION 014100  
TESTING SERVICES****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Contractor submittals.
- B. Agency responsibilities.
- C. Agency reports.
- D. Limits on testing authority.
- E. Contractor responsibilities.
- F. Schedule of tests.

**1.02 RELATED SECTIONS**

- A. Section 312312– Earthwork.
- B. Section 030001– Concrete

**1.03 REFERENCES**

- A. ASTM C802 - Practice for Conducting an Inter-laboratory Test Program to Determine the Precision of Test Methods for Construction.
- B. ASTM C1021 - Practice for Laboratories Engaged in the Testing of Building Sealants.
- C. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- D. ASTM C1093 - Practice for Accreditation of Testing Agencies for Unit Masonry.
- E. ASTM D290 - Recommended Practice for Bituminous Mixing Plant Inspection.
- F. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- G. ASTM D4561 - Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.
- H. ASTM E329 - Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- I. ASTM E543 - Practice for Determining the Qualification of Nondestructive Testing Agencies.
- J. ASTM E548 - Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.
- K. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

**1.04 SECTION OF TESTING AGENCY**

- A. Employment and payment for services of an independent testing agency or laboratory to perform specified testing, by Contractor.
- B. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

**1.05 QUALITY ASSURANCE**

- A. Comply with applicable requirements of ASTM C802, ASTM C1021, ASTM C1077, ASTM C1093, ASTM D290, ASTM D3740, ASTM D4561, ASTM E329, ASTM E543, ASTM E548, and ASTM E699.
- B. Laboratory: Authorized to operate in State in which Project is located.
- C. Laboratory Staff: Maintain a specialist on staff to review services.

- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

#### **1.06 CONTRACTOR SUBMITTALS**

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of specialist on staff and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

#### **1.07 AGENCY RESPONSIBILITIES**

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional tests required by Architect/Engineer.
- G. Attend pre-construction meetings and progress meetings as required.

#### **1.08 AGENCY REPORTS**

- A. After each test, promptly submit two copies of report to Engineer and to Contractor.
- B. Include:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and specifications section.
  - 6. Location in the Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

#### **1.09 LIMITS ON TESTING AUTHORITY**

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

#### **1.10 CONTRACTOR RESPONSIBILITIES**

- A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to the Work.
- C. Provide incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the site or at source of Products to be tested.
  - 3. To facilitate tests.

- 4. To provide storage and curing of test samples.
- D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing services.

**1.11 SCHEDULE OF TESTS**

- A. Individual Specification Sections: Tests required and standards for testing.

**END OF SECTION**



**SECTION 015015  
TEMPORARY CONTROLS****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Temporary Controls: Barriers, protection of the Work, water control, dust control, erosion and sediment control, noise control, and pollution control.

**1.02 RELATED SECTIONS**

- A. Section 015100 - Temporary Utilities.
- B. Section 015713 - Temporary Erosion and Sediment Control.

**1.03 SUBMITTALS**

- A. Submit methods to minimize raising dust during construction activities.

**1.04 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Provide protection for plant life designated to remain.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.05 WATER CONTROL**

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as required.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

**1.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

**1.07 SECURITY**

- A. Provide security and facilities to protect Work, from unauthorized entry, vandalism, or theft.

**1.08 DUST CONTROL**

- A. Provide dust control measures on a daily basis during dry weather conditions until all disturbed areas are stabilized. Conform with dust control measures in the New York State Standards and Specifications for Erosion and Sediment Control.
- B. Execute Work by methods to minimize raising dust from construction operations.
- C. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

**1.09 CONSTRUCTION TEMPORARY CONTROLS**

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. All erosion control methods shall be acceptable to the Engineer and in conformance with Section 015713- Erosion and Sediment Control.

**1.10 NOISE CONTROL**

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

**1.11 POLLUTION CONTROL**

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

**PART 2 - PRODUCTS (NOT USED)****PART 3 - EXECUTION (NOT USED)****END OF SECTION**

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**SECTION 015100  
TEMPORARY UTILITIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary Utilities: Provision of electricity, lighting, water, and sanitary facilities.

**1.02 RELATED REQUIREMENTS**

- A. Section 015015- Temporary Controls.
- B. Section 015713- Temporary Erosion and Sediment Controls.
- C. Section 321454- Restoration and Replacement of Paving and Improvements.

**1.03 SUBMITTALS**

- A. Submit procedures for removing mud from all vehicles before entering streets.

**1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

**1.05 TEMPORARY WATER SERVICE**

- A. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

**1.06 ACCESS ROADS**

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
- C. Provide effective means of removing mud from vehicle wheels before entering streets. Perform sweeping of all roads on a daily basis affected by construction activities.
- D. Only designated existing on-site roads with utility or construction easements may be used for construction traffic.

**1.07 PROGRESS CLEANING AND WASTE REMOVAL**

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris and rubbish from site weekly and dispose off-site.
- C. Perform sweeping of all roads on a daily basis affected by construction activities. Sweeper shall be of sufficient size and capacity to quickly and effectively sweep roads and designed for municipal use.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION - NOT USED****END OF SECTION**

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**SECTION 015713**  
**TEMPORARY EROSION AND SEDIMENT CONTROL****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

**1.02 RESPONSIBILITY**

- A. Assume responsibility for the temporary control of soil erosion and water pollution resulting from performance of the work of this contract.
- B. In the event of conflict between these specifications and the regulation of other Federal, State, or local jurisdictions, the more restrictive regulations shall apply.

**1.03 DESCRIPTION**

- A. The Work shall consist of temporary control measures as required to provide temporary control of soil erosion or water pollution.
- B. Temporary measures shall include berms, sedimentation basins, silt screens, mulches, grasses, or other erosion control devices or methods as required.

**1.04 AUTHORITY**

- A. The Owner's Representative has the authority to limit the surface area of erodible earth exposed by earthwork operations and to direct the Contractor to provide immediate temporary or permanent erosion or pollution control measures to minimize damage to property and contamination of watercourses and water impoundments.

**1.05 COORDINATION AND SCHEDULING**

- A. Schedule the work so as to minimize the time that raw earth areas will be exposed to erosive conditions.
- B. Coordinate the use of temporary controls with the permanent erosion control features or finish materials shown.
- C. Incorporate permanent control features into the work at the earliest practical time.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Mulch: Use one of the following:
  - 1. Straw or hay.
  - 2. Wood waste, chips, or bark.
  - 3. Erosion control matting or netting.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Jute Matting: Enkamat 7010. Install as per manufacturer.

**PART 3 EXECUTION****3.01 WORK AREAS**

- A. The Owner's Representative may limit the area of clearing and grubbing and earthwork operations in progress commensurate with the Contractor's demonstrated capability in protecting erodible earth surfaces with temporary or permanent erosion control measures.
- B. Under no circumstances will the area of erodible earth material exposed at one time exceed 200,000 square feet without prior written approval of the Owner's Representative.
- C. The Owner's Representative may increase or decrease the area of erodible earth material exposed at one time as determined by his analysis of project, weather and other conditions.

**END OF SECTION**

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**SECTION 017329  
CUTTING AND PATCHING****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 02 Section "Selective Structure Demolition" for demolition of selected portions of the building.
  - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - 3. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

**1.02 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

**1.03 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least [10] days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. [Architect's] [Construction Manager's] Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

**1.04 QUALITY ASSURANCE[**

- A. LEED Requirements for Building Reuse:
  - 1. Credit MR 1.1[ and 1.2]: Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be removed; do not cut such existing construction beyond indicated limits.
  - 2. Credit MR 1.3: Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be removed; do not cut such existing construction beyond indicated limits.
  - 3. Credit MR 1.2[ and 1.3]: Maintain existing nonshell, nonstructural components (walls, flooring, and ceilings) not indicated to be removed; do not cut such existing construction beyond indicated limits.]

- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.[ Operating elements include the following:]
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Fire-suppression systems.
  - 4. Mechanical systems piping and ducts.
  - 5. Control systems.
  - 6. Communication systems.
  - 7. Conveying systems.
  - 8. Electrical wiring systems.
  - 9. Operating systems of special construction in Division 13 Sections.
- D. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.[ Miscellaneous elements include the following:]
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Exterior curtain-wall construction.
  - 4. Equipment supports.
  - 5. Piping, ductwork, vessels, and equipment.
  - 6. Noise- and vibration-control elements and systems.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- F. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## **1.05 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to [minimize] [prevent] interruption to occupied areas.

### 3.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. [Concrete] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.



**END OF SECTION**

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**SECTION 017700  
CLOSEOUT PROCEDURES****SUMMARY****1.01 SECTION INCLUDES ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS FOR CONTRACT CLOSEOUT, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.

**1.02 RELATED REQUIREMENTS:**

- A. Section 01500 - Construction Facilities and Temporary Controls.

**1.03 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals and record drawings to Engineer that are required by the Contract Documents.
- C. All completed work must be approved by the Town Water Department prior to dedication to the Town, where applicable.

**1.04 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

**1.05 ADJUSTING**

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

**1.06 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
3. Field changes of dimension and detail.
4. Details not on original Contract drawings.
5. At the conclusion of the sidewalk installation, the Contractor shall prepare detailed record drawings showing the location of water service curb boxes and valves within the sidewalk. These record drawings shall be of a form acceptable to the Town Water Department. The Contractor shall furnish at least three (3) complete sets of 24" x 36" prints of these record drawings to the Town Water Department.

G. Submit documents to Engineer as a complete package.

#### **1.07 OPERATION AND MAINTENANCE DATA**

- A. Submit data bound in 8-1/2 x 11 inch three ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and date.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 20 pound white paper, in three parts as follows:
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
  1. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  2. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Certificates.
    - c. Warranties
- F. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned Engineer comments. Revise content of all document sets as required prior to final submission.
- G. Submit two sets of revised final volumes.

#### **1.08 SPARE PARTS AND MAINTENANCE**

- A. Provide spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. The contractor or developer shall be responsible for the maintenance of the water mains and appurtenances and guarantee all material and workmanship for a period of one (1) year after the date of the Town's acceptance.

**END OF SECTION**

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**SECTION 024100  
DEMOLITION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. All labor, materials, services, equipment, tools, including all excavation and incidentals necessary to perform the demolition as specified herein and as shown on the drawings.
- B. All work shall be performed in accordance with all Federal, state, and local codes and requirements.
- C. Blasting or the use of explosives will not be allowed.
- D. No burning of debris will be allowed on or off the site.
- E. Furnish and install all safety barriers and warning signs.
- F. Furnish and install dust control facilities.
- G. Identification and protection of existing facilities and utilities.
- H. Restoration of surfaces and facilities damaged or destroyed during the performance of the work.
- I. Removal and disposal of all demolition and related surplus materials in an off-site location chosen by the Contractor and approved by the Owner.

**1.02 SUBMITTALS**

- A. Demolition Plan
  - 1. A minimum of thirty days prior to commencement of the demolition work, the Contractor shall submit a detailed demolition plan to the Engineer for review. No demolition work will be allowed until the plan has been reviewed by the Engineer.
  - 2. Include specific details of the methods and type of equipment proposed to accomplish the work.
  - 3. Include specific details of the methods and type of equipment proposed to control dust during the work.
  - 4. Include details identifying the specific location(s) chosen to dispose of all demolition and related surplus materials.

**1.03 PROJECT CONDITIONS**

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

**PART 2 PRODUCTS**

**NOT USED.**

**PART 3 EXECUTION****3.01 PROTECTION OF EXISTING FACILITIES**

- A. Provide all measures as necessary to protect adjacent facilities which are not being demolished. The Contractor shall relocate any facilities which may be damaged during the work. All relocated facilities shall be returned to their original location upon completion of the work.
- B. The Contractor shall promptly repair all damaged facilities at no additional cost to the Owner.
- C. Interruptions of existing utilities and services shall be coordinated with the Owner.
- D. Furnish all signs, lights, railings, barricades and other items as necessary to meet safety regulations. Adequate protection of persons and property shall be provided at all times.
- E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.

- F. Prevent movement of structure; provide bracing and shoring.
- G. Notify affected utility companies before starting work and comply with their requirements.
- H. Mark location and termination of utilities.
- I. Provide appropriate temporary signage including signage for exit or building egress.

### **3.02 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection, and utilities relocation (e.g. gas meter).
- B. Obtain required permits from authorities.
- C. Do not close or obstruct egress width to any building or site exit.
- D. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.
- E. The Contractor shall comply with all codes and regulations when working in hazardous areas or situations.

### **3.03 DEMOLITION**

- A. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- B. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- C. Remove materials as work progresses. Upon completion of work, leave areas in clean condition.
- D. Remove temporary work.

### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

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**SECTION 030001  
CONCRETE****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Cast-in-place concrete footings.
- B. Cast-in-place concrete sidewalks.
- C. Cast-in-place concrete curbing.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Joint Materials: Section 030191.
- B. Select Fill Materials: Section 312323.

**1.03 REFERENCES**

- A. Comply with American Concrete Institute, ACI 301 for the Work of this section unless otherwise indicated on the drawings or specified.

**1.04 SUBMITTALS**

- A. Product Data:
  - 1. Concrete Design Mix: Submit proposed concrete design mix together with name and location of batching plant at least 28 days prior to the start of concrete work.
  - 2. Portland Cement: Brand and Manufacturer's name.
  - 3. Air-entraining Admixture: Brand and manufacturer's name.
  - 4. Water-reducing or High Range Water-reducing Admixture: Brand and manufacturer's name.
  - 5. Curing and Anti-Spalling Compound: Manufacturer's specifications and application instructions.
- B. Samples:
  - 1. Fabric Reinforcement: Two feet square.

**1.05 QUALITY ASSURANCE**

- A. Concrete batching plants shall be currently approved as concrete suppliers by the New York State Department of Transportation.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Cast-In-Place Concrete: Normal weight, air entrained concrete with a minimum compressive strength of 4,000 psi at the end of 28 days.
  - 1. Design Air Content: ASTM C 260, and on the New York State Department of Transportation's current "Approved List"; 6 percent by volume plus or minus 1.5 percent.
  - 2. Cement: ASTM C 150 Type I or II Portland cement. Minimum 6.5 bags or 611 pounds per cubic yard.
  - 3. Water: Potable.
  - 4. Slump: Between 2 and 4 inches; except when a water-reducing admixture is used maximum slump shall be 6 inches and when a high range water reducing admixture is used maximum slump shall be 8 inches.
  - 5. Water-reducing Admixture: ASTM C 494 Type A and on the New York State Department of Transportation's current "Approved List".
  - 6. High Range Water-reducing Admixture: ASTM C 494 Type F and on the New York State Department of Transportation's current "Approved List".
- B. Chemical Curing and Anti-Spalling Compound: Clear, styrene acrylate type liquid compound with fugitive dye, minimum 18 percent total solids (by weight of compound), ready for use by spray apparatus.

1. Klearseal Royal by Setcon Industries, Inc., 5 Mathews Ave., Riverdale, NJ 07457-1020, (201) 283-0500.
2. Cure & Seal by Symons Corp., 200 East Touhy Ave., PO Box 5018, Des Plaines, IL 60017-5018, (708) 298-3200.
3. Kure-N-Seal 0800 by Sonneborn Building Products, Chemrex, Inc., 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517.
4. Day-Chem Cure & Seal 26% (J-22) by Dayton Superior Corp., 721 Richard St. Miamisburg, OH 45342, (800) 745-3700.

C. Fabric Reinforcement: Flat sheets of 6 x 6 - W2.9 x W2.9 ASTM A 185, welded wire fabric.

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

- A. Set forms true to line and grade and anchor rigidly in position.
- B. Space expansion joints equally at not more than 20'-0" on center unless otherwise indicated.
- C. Place joint filler at expansion joints and where new concrete abuts existing concrete paving and fixed structures or appurtenances. Protect the top edge of the joint filler during concrete placement with a temporary cap and remove after concrete has been placed.

#### **3.02 PLACEMENT OF FABRIC REINFORCEMENT**

- A. Prior to placement, clean reinforcement thoroughly of mill and rust scale and of coatings which could destroy or reduce bond. Where there is a delay in depositing concrete after the positioning of reinforcement, reclean reinforcement if necessary.
- B. Place reinforcement midway between top and bottom of the slab and secure against displacement.
- C. Lap edges and ends of adjoining sheets of fabric reinforcement at least half the mesh width. Offset end laps in adjacent sheets to prevent continuous joints at ends. Interrupt reinforcement at expansion joints, stopping 2 inches from edges.

#### **3.03 PLACING CONCRETE**

- A. Consolidate concrete by spading, rodding, forking, or using an approved vibrator eliminating all air pockets, stone pockets, and honeycombing. Work and float concrete surface so as to produce a uniform texture.
- B. Locate construction joints (if any) at expansion joints.

#### **3.04 FINISHING AND CURING**

- A. Provide broom finish for walk surfaces.
- B. Finish edges of walk and expansion joints with a 1/4 inch radius edging tool.
- C. Apply curing and anti-spalling compound in accordance with the manufacturer's printed instructions.
- D. Saw control joints one inch deep after the concrete has set. Space control joints equally between expansion joints at approximately 5'-0" on center, except where a different spacing is shown on the drawings.

#### **3.05 COLD WEATHER CONCRETING**

- A. Adequate equipment shall be provided for heating the concrete materials and protecting the concrete during freezing or near freezing weather.
  1. No frozen materials nor materials containing ice shall be used.
- B. All concreting operations in cold weather, when temperatures are at, or expected to be below 40F, shall conform to ACI 306.
- C. Special attention is drawn to the minimum required placing and curing temperatures.
- D. Only the specified non-chloride accelerator may be used. Calcium chloride or admixtures containing more than 0.1 percent chloride ions are not permitted.

- E. Concrete damaged by freezing shall be removed and replaced at the Contractor's expense.

**3.06 HOT WEATHER CONCRETING**

- A. Care shall be taken to protect the concrete or to schedule operations to avoid problems with flash set or conditions that produce excessively rapid drying.
- B. All concrete operations during hot weather shall conform to the requirements of ACI 305.
- C. During hot weather, consideration shall be given to maintaining the temperature of the cement, aggregates and mixing water, such that the temperature of the concrete at the time of delivery to the job site in no case exceeds 90F.
- D. When the temperature of the concrete exceeds 80F, the water reducing, retarding admixture, Type "D", may be required.

**END OF SECTION**



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**SECTION 030191  
JOINT MATERIALS****PART 1 - GENERAL****1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Concrete: Section 030001.

**1.02 SUBMITTALS**

- A. Product Data: Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.

**1.03 QUALITY ASSURANCE**

- A. Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable) and packaging date or batch number.

**1.04 PROJECT CONDITIONS**

- A. Environmental Conditions:
  - 1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F.
  - 2. Humidity and Moisture: Do not install the Work under this Section under conditions that are detrimental to the application, curing and performance of the specified materials.
- B. Protection:
  - 1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.

**PART 2 - PRODUCTS****2.01 SEALANTS**

- A. Type 1A Sealant:
  - 1. For Horizontal Joints: Two-part, self-leveling polyurethane sealant for traffic bearing construction; Mameco's Vulkem 255, Pecora's Urexpan NR-200, or Bostik's Chem-Calk 550.
  - 2. For Vertical Joints: Two-part, non-sag polyurethane sealant; Mameco's Vulkem 227, Pecora's Dynatrol II, or Bostik's Chem-Calk 500.

**2.02 JOINT FILLERS**

- A. Cork Joint Filler: Resilient, non-extruding type premoulded cork units; ASTM D 1752 Type II.
- B. Closed Cell Polyurethane Joint Filler: Resilient, compressible, semi-rigid; W.R. Meadows' Ceramar or A.C. Horn's Closed Cell Plastic Foam Filler, Code 5401.
- C. Self-Expanding Cork Joint Filler: Resilient, non-extruding type premoulded cork units; ASTM D 1752, Type III.

**2.03 MISCELLANEOUS MATERIALS**

- A. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
- B. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.
- C. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

**2.04 COLOR OF MATERIALS**

- A. For exposed materials furnish color as indicated, or if not indicated, as selected by the Owner Representative from the manufacturer's standard colors. For concealed materials, provide the natural color which has the best overall performance characteristics.

**PART 3 - EXECUTION****3.01 PREPARATION**

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
  - 1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section. When necessary or when directed, wire brush, grind, or acid etch to thoroughly clean joint surfaces.

**3.02 JOINT FILLER INSTALLATION**

- A. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint filler units.
  - a. Smooth Edged Joints: For joints between two concrete slabs or where new concrete abuts smooth edged materials use either filler as specified.

**3.03 BACKER ROD AND BOND BREAKER TAPE INSTALLATION**

- A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.
- B. Provide backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

**3.04 SEALANT INSTALLATION**

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Prime joint surfaces which are to receive Type 1A Sealant. Do not allow the primer to spill or migrate onto adjoining surfaces.
- C. Apply sealant with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, apply sealant by knife or by pouring as applicable.
- D. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant and eliminate air voids. Provide a neat smoothly finished joint with a slightly concave surface unless otherwise indicated or recommended by the manufacturer.
  - 1. Use tool wetting agents as recommended by the sealant manufacturer.

**3.05 CLEANING**

- A. Immediately remove misapplied sealant and drippings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.
- B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up any remaining defacement caused by the Work.

**END OF SECTION**

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**SECTION 312312  
– EARTHWORK****PART 1 - GENERAL****1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Select Fill Materials: Section 312323.
- B. Topsoil: Section 329911.
- C. Seeding: Section 329219

**1.02 DEFINITIONS**

- A. The following terms shall have the meanings ascribed to them in this Article, wherever they appear in this Section.
  - 1. Earth Excavation: The removal of all surface and subsurface material not classified as rock (as defined below).
  - 2. Rock: Limestone, sandstone, shale, granite, and similar material in solid beds or masses in its original or stratified position which can be removed only by blasting operations, drilling, wedging, or use of pneumatic tools, and boulders with a volume greater than 1.0 cu yd. Concrete building foundations and concrete slabs, not indicated, with a volume greater than 1.0 cu yd shall be classified as rock.
    - a. Materials which can be loosened with a pick or backhoe, frozen materials, soft laminated shale or hardpan, pavements, curbs, and similar materials shall be classified as earth excavation. Concrete building foundations and concrete slabs, where indicated, shall be classified as earth excavation. Masonry building foundations, whether indicated or not, shall be classified as earth excavation.
  - 3. Subgrade Surface: Surface upon which subbase or topsoil is placed.
  - 4. Subbase: Select granular material or subbase course Type 2 which is placed immediately beneath pavement or concrete slabs.
  - 5. Maximum Density: The dry unit weight in pounds per cubic foot of the soil at "Optimum Moisture Content" when determined by ASTM D 698 (Method C), and ASTM D 2922 (Method B) as modified by NYS DOT in Manual STM-10.
  - 6. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.
  - 7. Unauthorized Excavation: The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by the Owner.

**1.03 SUBMITTALS**

- A. Shop Drawings:
  - 1. Sheeting, Shoring, and Bracing: Submit shop drawings for sheeting, shoring, and bracing shown on the Drawings. Shop drawings shall be signed by a New York State licensed Professional Engineer.
- B. Product Data:
  - 1. Permanent Sheeting, Shoring, and Bracing: Specifications for materials and accessories.
  - 2. Filter Fabric: Manufacturer's catalog sheets, specifications, and installation instructions.
- C. Samples: Submit samples as follows. Take the samples in the presence of the Owner's Representative, and complete a Granular Material Sample Information Form for each sample. Forms and field sample designation numbers will be furnished by the Owner's Representative.
  - 1. Select Granular Material: 50 - 60 lb. (Two Samples).
  - 2. Selected Fill: 40 - 50 lb.
  - 3. Subbase Course Type 2: 50 - 60 lb. (Two Samples).
  - 4. Cushion Material: 30 lb.
  - 5. Underdrain Filter Material: 40 - 50 lb.
  - 6. Crushed Stone, Crushed Gravel, or Screened Gravel: 30 lb., each layer gradation (if more than one).

**D. Quality Control Submittals:**

1. Subbase Materials: Name and location of source, stockpile number, and latest DOT test results and approval (if any).
2. Other Aggregates: Name and location of source, and latest DOT source number, test number, and date (if any).
3. Excavation Procedure: Submit a lay out drawing or detailed outline of intended excavation procedure for the Owner's information. This submittal will not relieve the Contractor of responsibility for the successful performance of intended excavation methods.
4. Sheeting, Shoring, and Bracing (Not shown on the Drawings): Submit a detailed plan of intended sheeting, shoring and bracing, signed by a New York State licensed Professional Engineer, for the Owner's information. This submittal will not relieve the Contractor of responsibility for the successful performance of the intended sheeting, shoring and bracing methods.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Protect filter fabric from sunlight during transportation and storage.

**1.05 PROJECT CONDITIONS**

- A. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants indicated to remain within the grading limit line with temporary steel fencing or solidly constructed wood barricades as required. Protect root systems from smothering. Do not store excavated material, or allow vehicular traffic or parking within the branch drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.
- B. Cold Weather Requirements:
  1. When freezing temperatures are predicted, do not excavate to final required elevations for concrete Work unless concrete can be placed immediately. Retain enough earth over the bottom elevation of footings to prevent frost penetration. If excavation has progressed to final footing elevations and concrete cannot be placed immediately, cover the bottom of the excavations with protective material to adequately insulate the exposed earth surface from frost. Remove protective material immediately before placing concrete.
  2. Do not backfill between November 1 and April 1, except with written permission of the Owner's Representative.
- C. Thru-traffic or fill placement with heavy construction vehicles or equipment which causes rutting or weaving to occur within the perimeter of a building will not be permitted. If rutting or weaving occurs during placement of fill, place specified fill in a stable area outside building perimeter and spread with tracked equipment to specified layer thickness.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Select Granular Material: Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with DOT Article 304-2 for Subbase Course Type 4 material.

| Sieve    | Percent Passing |
|----------|-----------------|
| 2 inch   | 100             |
| 1/4 inch | 30-65           |
| No. 40   | 5-40            |
| No. 200  | 0-10            |

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after 4 test cycles.
2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve shall not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is

defined as one which has its greatest dimension more than 3 times its least dimension.

- B. Selected Fill-R.O.B.: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials.

| Sieve   | Percent Passing |
|---------|-----------------|
| 4 inch  | 100             |
| No. 40  | 0-70            |
| No. 200 | 0-15            |

- C. Subbase Course Type 2: Stockpiled, crushed ledge rock or approved blast furnace slag. Comply with DOT Article 304-2 for Subbase Course Type 2 material.

| Sieve    | Percent Passing |
|----------|-----------------|
| 2 inch   | 100             |
| 1/4 inch | 25-60           |
| No. 40   | 5-40            |
| No. 200  | 0-10            |

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after 4 test cycles.
2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve shall not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than 3 times its least dimension.

- D. Suitable Material (Fill and Backfill for Landscaped Areas): Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size shall not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat shall be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.

- E. Filter Fabric (Separation, Drainage, Slope Protection): Amoco CEF 4545, CEF 4551; Exxon Chemical Co. GTF 150 EX; Mirafi Inc. 140N, 140NL; Nicolon Corp. Filterweave 70/06; Phillips Fibers Corp. Supac 4NP, 5NP, 7NP; Wellman Quline Inc. Q60, Q80, Q100.

- F. Filter Fabric (Stabilization): Amoco CEF 2002 & 2006; Exxon Chemical Co. GTF 350; Mirafi Inc. 500X, 600X, 700X; Nicolon Corp. 500; Phillips Fibers Corp. Supac 3WS, 4WS, 5WS, 6WS; Wellman Quline Inc. Q160.

- G. Cushion Bedding Material: (Water Line) Comply with the material requirements of DOT Article 703-06.

- H. Underdrain Filter Material: One to one mixture of No. 2 and No. 3 coarse aggregate. Comply with DOT Article 703-02.

1. No. 2 Coarse Aggregate:

| Sieve      | Percent Passing |
|------------|-----------------|
| 1-1/2 inch | 100             |
| 1 inch     | 90-100          |
| 1/2 inch   | 0-15            |

2. No. 3 Coarse Aggregate:

| Sieve      | Percent Passing |
|------------|-----------------|
| 2-1/2 inch | 100             |
| 2 inch     | 90-100          |
| 1-1/2 inch | 35-70           |

1 inch

0-15

- I. Crushed Stone, Crushed Gravel, or Screened Gravel: Comply with applicable portions of DOT Section 703-02, except as otherwise indicated.
  - 1. Gradation: No. 6 Sieve to 1/4 inch and 3/4 to 1-1/2 inches.
  - 2. Gradation:
    - a. Top Layer: No. 6 Sieve to 1/4 inch.
    - b. Middle Layer: 1/4 to 3/4 inch.
    - c. Bottom Layer: 3/4 to 1-1/2 inches.
  - 3. Gradation: 3/4 to 1-1/2 inches.
  - 4. Gradation: 1-1/2 to 2-1/2 inches.
- J. Sand Material (Wastewater): Silica sand or other sound sand free from clay, loam, soft limestone or other impurities which may be disintegrated by sewage liquid.
  - 1. Organic Content: Less than 1 percent; ASTM D2974 method and calculation.
  - 2. Uniformity Coefficient: 4.0 or less.
  - 3. Calcium Carbonate Content: Less than 3 percent by ASTM D4373.
  - 4. Magnesium Sulfate Soundness Test: Less than 10 percent loss by weight after 5 test cycles by ASTM C88.
  - 5. Shape: Rounded or oval. Do not use sharp sand, crushed flint or gravel.
  - 6. Effective Size: 0.50 to 1.0 mm.
  - 7. Effective Size: 0.25 to 1.0 mm.
  - 8. Effective Size: 0.50 to 1.0 mm.
  - 9. Effective Size: 0.25 to 1.0 mm.
- K. Rip-Rap: NYSDOT Section 620-2.03, Figure 620-1, light stone fill.

## 2.02 SHEETING, SHORING, AND BRACING

- A. Steel Sheetpiling: Continuous interlock type complete with all required accessories, complying with ASTM A 328 or ASTM A 572.
  - 1. Furnish steel sheetpiling of design, configuration, and length to resist pressure of earth to be retained.
- B. Timber Sheeting, Shoring, and Bracing: Structural grade timber or lumber uprights, wales, and cross braces of sufficient dimension to resist pressure of earth to be retained.
  - 1. Timber and lumber used for permanent sheeting shall be pressure creosoted.

## PART 3 - EXECUTION

### 3.01 CLEARING AND GRUBBING

- A. Clear and grub the Site within the Grading Limit Line (GLL) of trees, shrubs, brush, other prominent vegetation, debris, and obstructions except for those items indicated to remain. Completely remove stumps and roots protruding through the ground surface.
  - 1. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing.
  - 2. Where roots and branches of trees indicated to be saved interfere with new construction, carefully and cleanly cut them back to point of branching.
- B. Fill depressions caused by the clearing and grubbing operations in accordance with the requirements for filling and backfilling, unless further excavation is indicated.

### 3.02 REMOVAL OF TOPSOIL

- A. Remove existing topsoil from areas within the Grading Limit Line where excavation or fill is required.
- B. Stockpile approved topsoil where directed until required for use. Place, grade, and shape stockpiles for proper drainage.
  - 1. Topsoil shall be tested prior to stockpiling. Stockpile only quantities of topsoil approved in writing for re-use. Dispose of excess topsoil as specified.

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**3.03 UNDERGROUND UTILITIES**

- A. Locate existing underground utilities and service connections prior to commencing excavation Work. Determine exact utility locations by hand excavated test pits. Support and protect utilities to remain in place.
- B. Remove inactive, abandoned utilities within the limits of the areas to be excavated, whether or not such utilities are indicated for removal on the Drawings.
  - 1. Permanently close open ends of abandoned underground utilities exposed by excavation, which extend outside the limits of the area to be excavated, with sufficiently strong closures to withstand pressures which may result after closing.
  - 2. Close open ends of metallic conduit and pipe with threaded galvanized metal caps or plastic plugs or other approved method for the type of material and size of pipe. Do not use wood plugs.
  - 3. Close open ends of concrete and masonry utilities with not less than 8 inch thick brick masonry bulkheads, constructed to completely fill and block the opening. Wet brick before laying, and lay brick in mortar so as to form a full bed with ends and side joints in one operation. Provide joints not more than 3/8 inch wide. Protect fresh masonry from freezing and from rapid drying. Maintain protection until mortar has set.

**3.04 EXCAVATION**

- A. Excavate earth as required for the Work.
- B. Maintain sides and slopes of excavations in a safe condition until completion of backfilling. Comply with Code of Federal Regulations Title 29 - Labor, Part 1926 (OSHA).
  - 1. Trenches: Deposit excavated material on one side of trench only. Trim banks of excavated material to prevent cave-ins and prevent material from falling or sliding into trench. Keep a clear footway between excavated material and trench edge. Maintain areas to allow free drainage of surface water.
- C. Stockpile excavated materials classified as suitable material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage as approved by the Owner's Representative.
- D. Excavation for Structures: Conform to elevations, lines, and limits indicated. Excavate to a vertical tolerance of plus or minus 1 inch. Extend excavation a sufficient lateral distance to provide clearance to execute the Work.
- E. Footings and Foundations: Trim bottoms to required lines and elevations. Excavate to final elevations by hand just prior to concrete placement when concrete is to bear on undisturbed soil.
  - 1. Stepping Footings: Cut sloping surfaces under footings, foundations, steps, and where required for other Work as indicated.
  - 2. Pile Foundations: Stop excavations 6 to 12 inches above the bottom of pile cap elevation before the piles are placed. After pile installation, remove loose and displaced material and excavate to final grade, leaving a solid base to receive concrete pile caps.
  - 3. Where footings and other Work requiring similar soil support will rest entirely on rock, remove loose soil and loose rock and place concrete to the required elevations. Where footings and other Work requiring similar soil support will rest partially on rock and partially on soil, immediately notify the Owner before any backfilling or concrete placement occurs; the Owner will determine the correct foundation treatment for the Work.
- F. Slabs and Floors: Excavate to the following depths below bottom of concrete for addition of select granular material:
  - 1. Interior Floors: 6 inches unless otherwise indicated.
  - 2. Exterior Slabs and Steps: 12 inches unless otherwise indicated.
- G. Pipe Trenches: Open only enough trench length to facilitate laying pipe sections. Unless otherwise indicated on the Drawings, excavate trenches approximately 24 inches wide plus the outside pipe diameter, equally divided on each side of pipe centerline. Cut trenches to cross

section, elevation, profile, line, and grade indicated. Accurately grade and shape trench bottom for uniform bearing of pipe in undisturbed earth. Excavate at bell and coupling joints to allow ample room for proper pipe connections.

1. Trench in Rock: Excavate an additional 6 inches below bottom of pipe for bed of cushion material under the piping.
- H. Open Ditches: Cut ditches to cross sections and grades indicated.
- I. Pavement: Excavate to subgrade surface elevation.
- J. Unauthorized Excavations: Unless otherwise directed, backfill unauthorized excavation under footings, foundation bases, and retaining walls with compacted select granular material without altering the required footing elevation. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification, unless otherwise directed by the Owner.
1. Unauthorized excavations under structural Work such as footings, foundation bases, and retaining walls shall be reported immediately to the Owner before any concrete or backfilling Work commences.
- K. Notify the Owner's Representative upon completion of excavation operations. Do not proceed with the Work until the excavation is inspected and approved. Inspection of the excavation by the Owner's Representative will be made on 3 working days notice.
- L. Removal of Unsuitable Material Beneath Structures and Other Improvements: Excavate encountered unsuitable materials, which extend below required elevations, to additional depth as directed by the Owner. Have cross sections taken, under the supervision of an independent Land Surveyor, to determine the quantity of such excavation. Do not backfill this excavation prior to quantity measurement.

### **3.05 DEWATERING**

- A. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.
- B. Do not allow water to accumulate in excavations or trenches. Remove water from all excavations immediately to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Furnish and maintain pumps, sumps, suction and discharge piping systems, and other system components necessary to convey the water away from the Site.
- C. Convey water removed from excavations, and rain water, to collecting or run-off area. Cut and maintain temporary drainage ditches and provide other necessary diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
- D. Provide temporary controls to restrict the velocity of discharged water as necessary to prevent erosion and siltation of receiving areas.

### **3.06 SETTLEMENT DETECTION**

- A. Establish a settlement detection method approved by the Owner's Representative for structures subject to settlement from excavation, sheeting or sheetpiling operations. Maintain surveillance to detect any settlement.

### **3.07 SHEETING, SHORING, AND BRACING**

- A. Temporary Sheeting: Install temporary sheeting (or sheetpiling) with shoring and bracing as required to create a safe working environment and prevent settlement or other damage to adjacent grounds and structures resulting from excavation operations. Shore and brace sheeting in a manner which will not interfere with progress of other Work or related contracts (if any) on this project. Check shoring and bracing for settlement, and adjust for settlement. Promptly remove temporary sheeting, shoring, and bracing when no longer required.
- B. Permanent Sheeting: Install permanent steel sheetpiling or timber sheeting where shown. Cut off top of permanent sheeting 12 inches below finish grade.



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**3.08 PLACING FILTER FABRIC**

- A. Place and overlap filter fabric in accordance with the manufacturer's installation instructions, unless otherwise shown.
- B. Cover tears and other damaged areas with additional filter fabric layer extending 3 feet beyond the damage.
- C. Do not permit traffic or construction equipment directly on filter fabric.
- D. Backfill over filter fabric within two weeks after placement. Backfill in accordance with the fabric manufacturer's instructions and in a manner to prevent damage to the fabric.

**3.09 PLACING FILL AND BACKFILL**

- A. Surface Preparation of Fill Areas: Strip topsoil, remaining vegetation, and other deleterious materials prior to placement of fill. Break up or scarify old pavements to a maximum of 2 square feet. Prior to placement of fill, smooth out and compact areas where wheel rutting has occurred due to stripping or earthwork operations.
- B. Excavations: Backfill as promptly as Work permits, but not until completion of the following:
  - 1. Acceptance by the Owner's Representative of construction below finish grade including, where applicable, dampproofing, waterproofing, perimeter insulation, and bearing capacity of supporting soil.
  - 2. Inspection, testing, approval, and recording locations of under- ground utilities.
  - 3. Removal of concrete formwork.
  - 4. Removal of temporary sheeting (or sheetpiling) and backfilling of voids caused by removals.
  - 5. Cutting off top of permanent sheeting (or sheetpiling).
  - 6. Removal of trash and debris.
  - 7. Installation of permanent or temporary bracing on horizontally supported walls.
- C. Place backfill and fill materials in layers not more than 8 inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or covered with ice.
  - 1. Place fill and backfill against foundation walls, and in confined areas (such as trenches) not easily accessible by larger compaction equipment, in maximum 6 inch thick (loose depth) layers.
  - 2. For large fill areas, the layer thickness may be modified by the Owner's Representative, at the Contractor's written request, if in the Owner's Representative's judgment, the equipment used is capable of compacting the fill material in a greater layer thickness. This request shall include the type and specifications of compaction equipment intended for use.
- D. Prevent wedging action of backfill against structures by placing backfill uniformly around structure to approximately same elevation in each layer. Place backfill against walls of structures containing basements or crawl spaces only after the first floor structural members are in place.
- E. Foundation Drains:
  - 1. Line pipe trench loosely with filter fabric. Lap successive sheets 18 inches.
  - 2. Place underdrain filter material a minimum of 4 inches deep under pipe and 6 inches on both sides and over top of drain pipe.
  - 3. Wrap filter fabric over filter material and lap 12 inches.
  - 4. Within two weeks complete balance of backfill with selected fill extending 2 feet out from foundation wall and up to 6 inches below finished grade.
- F. Perimeter Insulation: Before the insulation is installed, place and tamp specified backfill to a smooth plane even with the required elevation of the lower surface of the insulation.
- G. Under Exterior Concrete Slabs and Steps:

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1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
  2. Subbase Material: Place 12 inches of select granular material over subgrade surface.
- H. Under Interior Concrete Slabs:
1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
  2. Subbase Material: Place 6 inches of select granular material over subgrade surface.
- I. Under Pavements and Walks:
1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
  2. Subbase Material: Place as indicated.
- J. Landscaped Areas: Place suitable material when required to complete fill or backfill areas up to subgrade surface elevation. Do not use material containing rocks over 4 inches in diameter within the top 12 inches of suitable material.
- K. Water Pipe in Trenches: Place cushion material a minimum of 4 inches deep under pipe, 4 inches on both sides, and 4 inches above top of pipe. Complete balance of backfill as specified.
1. Trench in Rock: Place a minimum 6 inch deep bed of cushion material under pipe.
- L. Copper Tubing in Trenches: Place cushion material a minimum of 6 inches deep under pipe, 6 inches on both sides, and 4 inches above top of pipe. Complete balance of backfill as specified.
- M. Backfilling Excavation Resulting From Removal of Unsuitable Material Beneath Structures and Other Improvements: Backfill the excavation with compacted select granular material.
1. Such additional backfilling, exceeding the numeric quantities indicated on the Drawings, is included in the unit prices specified in this Section.
- N. Place fill within the entire area enclosed by a line 10 feet outside the perimeter of the structure to be constructed as follows:
1. Strip the area in accordance with the requirements for Surface Preparation of Fill Areas.
  2. Compact the stripped surface to 95 percent of maximum density.
  3. Place fill in horizontal layers not exceeding 8 inches loose depth and compact layers as specified.
- O. Place fill within the entire area enclosed by a line 10 feet outside the perimeter of the structure to be constructed as follows:
1. Strip the area in accordance with the requirements for Surface Preparation of Fill Areas.
  2. Proof roll the stripped surface with at least 5 passes of a vibratory drum compactor having a minimum unsprung drum weight of 7 tons. Notify the Owner's Representative of the proposed date for beginning proof rolling at least 7 working days prior to commencing proof rolling.
  3. Excavate unsuitable materials (soft and unstable earth) disclosed by the proof rolling operation and replace with compacted select granular material.
  4. Place fill in horizontal layers not exceeding 8 inches loose depth and compact layers as specified.
- P. Obtain written approval of fill area compaction before excavating for footing.
- Q. Excavate for footing width plus 1 foot on each side.
- R. Excavate 1 foot below footing elevations where bottom of footings are 2 feet or less above or 4 feet or less below original ground surface.
1. Compact footing bottom and place a 1 foot bed of select granular material. Compact select granular material in 6 inch layers.
  2. Omit excavation and select granular material below bottom of footings where footing elevations are more than 2 feet above or more than 4 feet below original ground surface.

### 3.10 COMPACTION

- A. Compact each layer of fill and backfill for the following area classifications to the percentage of maximum density specified below and at a moisture content suitable to obtain the required densities, but at not less than 3 percent drier or more than 2 percent wetter than the optimum content as determined by ASTM D 698.

1. Structures (entire area within 10 feet outside perimeter): 95 percent. One test per lift per 200 S.F.
  2. Concrete Slabs and Steps: 95 percent. One test per lift per 200 S.F.
  3. Landscaped Areas: 90 percent. One test per lift per 1,000 S.F.
  4. Pavements and Walks: 95 percent. One test per lift per 500 S.F.
  5. Pipes and Tunnels: 95 percent.
  6. Pipe Bedding: 95 percent. One test per lift per 200 S.F.
- B. When the existing ground surface to be compacted has a density less than that specified for the particular area classification, break up and pulverize, and moisture condition to facilitate compaction to the required percentage of maximum density.
- C. Moisture Control:
1. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, and during compaction operations.
  2. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.

### 3.11 ROUGH GRADING

- A. Interior Grading: Trim unexcavated spaces within the building to levels indicated.
1. Subgrade for Interior Slabs: Compact as specified to receive fill material. Finish subgrade surface within 1 inch above or below level specified for fill required.
- B. Exterior Grading: Trim and grade area within the Grading Limit Line and excavations outside the limit line, required by this Contract, to a level of 4 inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.
- a. Slope cut and fill in transition areas, outside of the grading limit line, to meet corresponding levels of existing grades at a slope of 1 vertical to 2 horizontal unless otherwise indicated.
  2. Landscaped Areas: Provide uniform subgrade surface within 1 inch of required level to receive topsoil thickness specified. Compact fill as specified to within 3 inches of subgrade surface. Remove objectionable material detrimental to proper compaction or to placing full depth of topsoil. If the top 3 inches of subgrade has become compacted before placement of topsoil, harrow or otherwise loosen rough graded surface to receive topsoil to a depth of 3 inches immediately prior to placing topsoil.

### 3.12 SUBGRADE SURFACE FOR WALKS AND PAVEMENT

- A. Shape and grade subgrade surface as follows:
1. Walks: Shape the surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1 inch above or below the required subgrade surface elevation.
  2. Pavements: Shape the surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subgrade surface elevation.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.
- C. Thoroughly compact subgrade surface for walks and pavement by mechanical rolling, tamping, or with vibratory equipment as approved to the density specified.
- D. Shoulders: Place shoulders along edges of filled subgrades to prevent lateral movement. Construct shoulders of selected fill material, placed in such quantity to compact to thickness of each subgrade course layer. Compact and roll at least a 2'-0" wide additional layer of each

subgrade course.

### 3.13 FINISH GRADING

- A. Uniformly grade rough graded areas within limits of the Grading Limit Line to finish grade elevations indicated.
- B. Grade and compact to smooth finished surface within tolerances specified, and to uniform levels or slopes between points where finish elevations are indicated or between such points and existing finished grade.
- C. Grade areas adjacent to building lines so as to drain away from structures and to prevent ponding.
- D. Finish surfaces free from irregular surface changes, and as follows:
  - 1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.
  - 2. Walks: Place and compact subbase material as specified. Shape surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.
  - 3. Pavements: Place and compact subbase material as specified. Shape surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.
  - 4. Building Slabs: Grade subbase material smooth and even, free of voids, compacted as specified, and to required subbase elevation. Finish final grades within a tolerance of 1/4 inch when tested with a 10 foot straightedge.
  - 5. Surfaces To Receive Vapor Barrier: Provide smooth surfaces graded, tamped and/or rolled, entirely free of obstructions or protruding objects.
  - 6. Athletic Fields: Place and shape surface to required line, grade, and cross section, to required subbase elevation. Finish final grades within a tolerance of 1/2" inch over 10 feet when tested with a laser.
- E. Spread topsoil directly upon prepared subgrade surface to a depth measuring 4 inches after natural settlement of the topsoil has occurred in areas to be seeded or to receive sod. Place to greater depth when necessary to adjust grades to required elevations.
  - 1. Approved existing topsoil within the Grading Limit Line may be used. Provide additional topsoil from outside sources as required.
- F. Finish topsoil surface free of depressions which will trap water, free of stones over 1 inch in any dimension, and free of debris.

### 3.14 MAINTENANCE AND RESTORATION

- A. Restore grades to indicated levels where settlement or damage due to performance of the Work has occurred. Correct conditions contributing to settlement. Remove and replace improperly placed or poorly compacted fill materials.
- B. Restore pavements, walks, curbs, lawns, and other exterior surfaces damaged during performance of the Work to match the appearance and performance of existing corresponding surfaces as closely as practicable.
- C. Topsoil and seed or sod damaged lawn areas outside the GLL and new lawn areas inside the GLL. Water as required until physical completion of the Work.

### 3.15 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

- A. Remove from State property and dispose of excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements.
- B. Transport excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements, to spoil areas on State property designated by the Owner's Representative, and dispose of such materials as directed.
- C. Transport excess topsoil to areas on State property designated by the Owner's Representative. Smooth grade deposited topsoil.

**3.16 FIELD QUALITY CONTROL**

- A. Compaction Testing: Notify the Owner's Representative at least 3 working days in advance of all phases of filling and backfilling operations. Compaction testing shall be performed by the Contractor to ascertain the compacted density of the fill and backfill materials. Compaction testing will be performed on all layers and lifts of the fill and backfill. If a compacted layer fails to meet the specified percentage of maximum density, the layer shall be recompact and will be retested. No additional material may be placed over a compacted layer until the specified density is achieved. Results of all testing shall be supplied to owner's representative.

**3.17 PROTECTION**

- A. Protect graded areas from traffic and erosion, and keep them free of trash and debris.

**END OF SECTION**

## SECTION 312323 FILL

### PART 1 GENERAL

**SELECT FILL MATERIALS SHALL BE AS SPECIFIED HEREIN AND USED AS SHOWN ON PLANS OR DESCRIBED ELSEWHERE WITHIN THE CONTRACT DOCUMENTS.**

### PART 2 PRODUCTS

**ALL MATERIALS SHALL BE SUPPLIED BY A NYSDOT APPROVED SOURCE OF THE MATERIAL TO BE SUPPLIED.**

### PART 3 EXECUTION

#### 3.01 SUBMITTALS

- A. The name of supplier and NYSDOT Approved Source # for the item to be supplied
- B. Samples and test reports of the material, as required.

#### 3.02 LISTING OF GRANULAR MATERIALS

- A. Type "A", Subbase

Material shall comply with the requirements of NYSDOT 304.02, Type 2 and shall be crusher run. It shall meet gradation requirements of 304.02 Type 2. This material shall be used for pipe backfill above bedding and for roadway, sidewalk and curbing subbase material.

- B. Type "B", Crushed Stone

Material shall comply with the requirements of NYSDOT 703-02 and shall be size designation #2 (pipe bedding) or #3 (replacement detail #2). This material will be used for drainage pipe bedding

- C. Type "C", Under drain Filter

Material shall comply with the requirements of NYSDOT 605-2.02: A. Under Drain Filter Type I. This material will be used for under drains.

- D. Type "D", Screened Gravel

Screened gravel or other acceptable granular material free from organic matter with a gradation by weight of 100 percent passing a one and a half (1-1/2) inch square opening, 30 to 65 percent passing a one-quarter (1/4) inch square opening and not more than 10 percent passing a No. 200 mesh sieve as determined by washing through the sieve in accordance with ASTM D422.

This material shall be used for backing up the finished edge of pavement and blending to existing Grade.

- E. Inlet/ Outlet Protection

Inlet/ outlet protection shall be NYSDOT Section 620 and shall be light stone fill as specified. This material shall be used at flared end inlets and outlets as shown on drawings.

- F. Topsoil

Topsoil shall be free of refuse and material toxic to plant growth and shall be capable of supporting vegetation. Topsoil shall meet the following requirements:

1. The pH shall be between 5.5 and 7.6
2. The organic content shall be not less than 2% nor more than 20%
3. Gradation

| Sieve Size | Percent Passing (by weight) |
|------------|-----------------------------|
| 2"         | 100                         |
| 1"         | 85-100                      |
| 1/4"       | 65-100                      |
| # 200      | 20-80                       |

**PART 4 - EXECUTION**

- 4.01 SELECT FILL MATERIALS SHALL BE PLACED TO LINES AND GRADES AS SHOWN ON THE CONTRACT PLANS. MOISTURE CONTENT SHALL BE KEPT WITHIN 5% OF OPTIMUM AS DETERMINED BY ASTM 1557 AND SHALL BE COMPACTED IN MAXIMUM 12" LIFTS TO 95% MODIFIED PROCTOR (ASTM D1557)**

**END OF SECTION**

**SECTION 320120**  
**PREPARATION FOR RESURFACING CONCRETE PAVEMENTS**

**PART 1 GENERAL****1.01 SUBMITTALS**

- A. Product Data: Manufacturer's name and brand name for the following:
  - 1. Asphalt filler.
  - 2. Asphalt emulsion.
- B. Quality Control Submittals:
  - 1. Plant name and location of asphalt concrete supplier.

**1.02 QUALITY ASSURANCE**

- A. Comply with the applicable requirements of DOT Section 400-Bituminous Pavements.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Asphalt Filler: DOT Table 702-2 Asphalt Cements, Material Designation 702-0700.
- B. Asphalt Emulsion Tack Coat: DOT Section 702, Table 702-9, Material Designation 702-90.
- C. Asphalt Concrete Top Course: DOT Table 403-1, Type 7.
- D. Asphalt Pavement Joint Sealant: DOT Item No. 418.76033.

**PART 3 EXECUTION****3.01 PREPARATION**

- A. Conditioning of Existing Pavement: Comply with DOT Section 633.
- B. Applying Asphalt Emulsion Tack Coat: Comply with DOT Section 407-3.

**3.02 RESURFACING WITH ASPHALT CONCRETE**

- A. Lay asphalt concrete top course in accordance with DOT Section 401-3.

**END OF SECTION**



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**SECTION 320140  
HOT MIXED ASPHALT PAVING****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes provisions for hot-mixed asphalt paving over prepared subbase, milled surfaces, overlay of existing surfaces, and for pavement marking.
- B. Proof rolling of prepared subbase is included in this Section.

**1.02 SITE CONDITIONS**

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50° F (10°C) and when temperature has not been below 35°F (1°C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt surface course when atmospheric temperature is above 40°F (4°C) and when base is dry. Base course may be placed when air temperature is above 30°F (minus 1°C) and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. General: Materials for asphalt pavement shall be in accordance with the New York State Department of Transportation Specifications as shown on the Contact Drawings
- B. Mix Materials: for pavement marking shall comply with State of New York Highways standards section 640.

**PART 3 EXECUTION****3.01 PREPARATION**

- A. General. Paving operations shall comply with NYSDOT Standard Specifications Section 400: Bituminous Pavements. Remove loose material from compacted subbase, milled surfaces and existing surfaces to be overlaid immediately before applying asphalt base course.
  - 1. Proof-roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
  - 2. Notify Engineer of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
  - 3. Sweep milled surfaces and existing surfaces to be overlaid, thoroughly.
- B. Tack Coat: apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
  - 1. Allow to dry until proper condition to receive paving.
  - 2. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.
- C. All surfaces abutting or projecting into asphalt pavement shall be saw-cut flush to provide a smooth, clean edge.
- D. Areas directly adjacent to new asphalt pavement overlays shall be cold milled 1 ½" deep x 24' wide to provide a smooth transition between new and existing asphalt surfaces.

**3.02 PLACING**

- A. General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225°F (107°C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paving Placement: Place in strips not less than 10 feet wide, unless otherwise acceptable to Architect and Architect's engineer. After first strip has been placed and rolled, place

succeeding strips and extend rolling to overlap previous strips. Complete base course and/or shim course for a section before placing surface course. Allow base course to cool sufficiently to avoid rutting before placing top course

1. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.

### **3.03 ROLLING AND COMPACTING**

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement
  1. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- C. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- D. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.
- E. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot hot-mixed asphalt. Compact by rolling to specified surface density and smoothness
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### **3.04 FIELD QUALITY CONTROL**

- A. General: Owner may elect to engage a testing company to test in-place hot-mixed asphalt courses for compliance with requirements for thickness, surface smoothness, and density. Repair or remove and replace unacceptable paving as directed by Architect and Architect's engineer.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding the following allowable variations.
  1. Base Course: Plus or minus 1/2 inch.
  2. Surface Course: Plus or minus 1/4 inch.
- C. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness and required 2% cross slope, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
  1. Base Course Surface: 1/4 inch.
  2. Top Course Surface: 3/16 inch.
  3. Check surface areas at 100' intervals as directed by Engineer.

### **3.05 PAVEMENT MARKING**

- A. Double yellow lines shall be painted. The work shall comply with NYSDOT section 640.

### **3.06 CLEAN UP AND DISPOSAL**

- A. Disposal: All materials generated by construction activities during this phase of work shall be completely removed at the end of this phase and the site shall be left in a safe and clean condition. Legally dispose off-site all refuse and debris from these operations. Remove or neatly store material at the end of each day's work. Burning of material and dumping on the site is prohibited.

1. Maintain segregation of man made materials, debris, organic matter and soil material as may be required for conditions of disposal.
  2. Transport materials over legal haul routes and obtain necessary permits for transporting and disposal as required by Federal, State and local requirements.
- B. Cleaning: Maintain the site in an orderly condition during the progress of Work. Continuously and promptly remove excess and waste materials; keep lawn areas, walks and roads clear. Clean adjacent areas and improvements of all dust, dirt and debris caused by removal and clearing operations on a daily basis. Store materials and equipment where directed. Immediately remove rejected materials from the property. Promptly remove equipment, surplus materials, and debris and trash resulting from operations under this Contract upon completion and prior to initial acceptance of Work. Leave the site in a neat, orderly conditions, "broom clean".

**END OF SECTION**

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**SECTION 321454**  
**RESTORATION AND REPLACEMENT OF PAVING AND IMPROVEMENTS****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Various types of street surfaces, shoulders, gutters, culverts, sidewalks, fences, signs, guide rails, curbs, mailboxes, driveways, walls, lawns, trees, shrubs, etc. disturb, damaged or destroyed during work shall be restored and/or replaced and maintained as specified herein as shown and directed.
- B. The finished pavements, shoulders, sidewalks, guide rails, curbs, driveways, gutters, lawns, trees, shrubs, and culverts shall be maintained in satisfactory condition during a period of one year following final acceptance of the work.

**1.02 RELATED SECTIONS**

- A. Section 013800 - Construction Photographs.
- B. Section 312312- Earthwork.
- C. Section 320140- Hot Mixed Asphalt Paving.
- D. Section 030001- Concrete.
- E. Section 329911- Topsoil.
- F. Section 329219- Seeding.
- G. Section 321454- Pavement Repair and Resurfacing.

**1.03 QUALITY ASSURANCE**

- A. A schedule of replacement operations shall be worked out by the Contractor and approval of the Engineer shall be obtained. The program shall be adhered to and, any deviation shall be approved by the Engineer.
- B. Concrete mix design for structural concrete shall be submitted for approval in conformance with Section 030001.
- C. Construction Photographs shall be taken prior to and after construction activities as indicated in Section 013800.

**PART 2 - PRODUCT****2.01 QUALITY**

- A. The materials used in the restoration or replacement shall produce a street surface, shoulder, sidewalk, curb, gutter, lawn, tree, shrub, culvert, guide rail, mailbox, driveway or fences, equal to or better than the condition of each before the work began or as shown on the Drawings.

**2.02 BITUMINOUS PLANT MIX PAVEMENT OR BITUMINOUS TREATED SURFACE- FLEXIBLE BASE**

- A. Where the existing pavement or surface specified in bituminous plant mix material or bituminous surface treatment and the base consists of a flexible material such as gravel or crushed stone, the base shall consist of a twelve (12) inch compacted thickness of foundation material conforming to SUBBASE course
- B. Placing and compacting of the SUBBASE course material shall conform to the methods described in the above referenced specifications for SUBBASE Course. The surface replacement shall consist of a bituminous BINDER course for roadways or as shown on the drawings or a bituminous SURFACE course for sidewalks and driveways conforming to the NYSDOT SPECIFICATION requirements for Bituminous Plant Mix Pavements.

**2.03 PORTLAND CEMENT CONCRETE PAVEMENT SURFACE**

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- A. Where the existing pavement surface is Portland Cement Concrete, the pavement replacement shall consist of concrete pavement similar to the pavement removed. The depth of the replacement pavement shall equal the depth of the existing pavement or as shown on the contract plans. Construction methods for Portland Cement Concrete Pavement shall conform to the current requirements of the NYSDOT SPECIFICATIONS for Portland Cement Concrete Pavements or as required by these contract documents. Pavement joints in the replacement surface shall conform to and match the joints in the adjacent pavement area.

#### **2.04 GRANULAR MATERIALS**

- A. Granular materials shall be as defined in Section 312312.

### **PART 3 - EXECUTION**

#### **3.01 PERMANENT PAVEMENT SUBBASE, BINDER COURSE, OR WEARING SURFACE APPLICATION**

- A. SUBBASE courses shall be completely compacted by approved vibratory equipment or mechanical or pneumatic tampers intended for this purpose. Binder course (for roadway and access drive) or surface course (for sidewalks and driveways) shall be rolled uniformly with ten-ton steel tire roller.

#### **3.02 GUTTERS AND CULVERTS**

- A. The Contractor shall permanently repair and replace all gutters and culverts, where the same have been broken, injured, or disturbed by the Contractor, in executing any of the work covered by the Contractor. The Contractor shall restore the same in a manner, to a condition and with material, either new or old as required, similar and equal to that existing before such construction was made, or as otherwise directed by the Engineer.

#### **3.03 CONCRETE SIDEWALKS**

- A. The concrete sidewalk shall be installed over minimum 6" thick properly compacted uniformly distributed foundation material or as identified on the contract plans.
- B. Concrete sidewalks are to be installed to match the grades on either side of the disturbed area, and as near to the existing location as possible. Concrete sections shall not exceed twenty feet in length, shall be replaced to the nearest existing joint and are to be provided with a pre-cut expansion joint material as approved by the Engineer. Concrete sidewalks are to be installed equal to that which is disturbed or removed or in accordance with the standard details as indicated on the Contract Drawings, or as otherwise directed by the Engineer.
- C. Upon removal of the forms and final finishing, all sidewalks shall be cured in accordance with the requirements of Section 030001. The Contractor shall submit data and the manufacturer's specifications for the curing method to be utilized.

#### **3.04 FENCES, GUIDE RAIL, STONE WALLS, CURBS, SIGNS**

- A. Where it is necessary to remove a fence, guide rail, stone walls, curbs, signs or portion thereof, the Contractor shall carefully remove and preserve such and, upon completion of the work at that point, shall restore the fence, guide rail, or stone wall to its original position or as shown on the Drawings, or directed in as good condition as it was before removal.
- B. Any damage caused by the operations of the Contractor under this Contract to either the unremoved or the removed portions shall be restored or replaced by the Contractor at their expense.

#### **3.05 GRANULAR SURFACE ROADS AND DRIVES**

- A. The Contractor shall furnish all labor, materials, tools and equipment to restore all disturbed granular surface roads, drives and parking areas as shown on the plans or as ordered by the Engineer.

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1. Material shall be placed and compacted as described on the plans or as specified in Sections 312312.

**3.06 LAWNS AND GRASSES**

- A. As specified in Sections 329911 and 329219.

**END OF SECTION**

**SECTION 321623  
SIDEWALKS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Asphalt sidewalks.
- B. Concrete sidewalks.
- C. Concrete wheelchair ramps.
- D. Unit paving sidewalks.

**1.02 RELATED REQUIREMENTS**

- A. Section 320140-Hot Mixed Asphalt Paving
- B. Section 030001-Concrete

**1.03 PRICE AND PAYMENT PROCEDURES****1.04 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2022a.
- C. ASTM D946/D946M - Standard Specification for Penetration-Graded Asphalt Binder for Use in Pavement Construction 2020.

**PART 2 PRODUCTS****2.01 ASPHALT SIDEWALKS**

- A. Asphalt Cement: ASTM D946/D946M.

**2.02 CONCRETE SIDEWALKS AND WHEELCHAIR RAMPS**

- A. Concrete mix from section 030001
- B. Concrete Forms: Wood.
- C. Concrete Materials: Comply with ASTM C94/C94M.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify gradients and elevations of the subgrade are correct as shown on drawings. Where poor subgrade material is encountered, remove and replace with suitable material.
- B. Verify compacted subgrade is acceptable, ready to support imposed loads and paving, and ready to receive work.

**3.02 ASPHALT SIDEWALK INSTALLATION**

- A. Place asphalt within 24 hours of applying primer or tack coat.
- B. Compact to specified density. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

**3.03 CONCRETE SIDEWALK AND WHEELCHAIR RAMP INSTALLATION**

- A. Forming:
  - 1. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
  - 2. Sidewalk Forms: Place and secure forms to location, dimension, profile, and gradient shown on drawings. Height equal to the full depth of the finished sidewalk.
  - 3. Wheelchair Ramps: Place and secure forms to location, dimension, profile, and gradient shown on drawings. Comply with ADA Standards.
- B. Placement:
  - 1. Place concrete in a single lift.

2. Consolidate concrete by tamping and spading.
- C. Joints:
  1. Spacing: Provide scored joints every 10 feet (3 m).
  2. Filler height equal to the full depth of the finished concrete.
- D. Finishing:
  1. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge, 1/4 inch radius.
  2. Wheelchair Ramps: Broomed perpendicular to slope.

#### **3.04 UNIT PAVING SIDEWALK INSTALLATION**

- A. Spread sand bedding evenly over prepared substrate surface to a maximum thickness of 1-1/2 inch.
- B. Dampen and roller compact bed sand to level and even surface.

**END OF SECTION**



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**SECTION 321638****CHANGING ELEVATIONS OF DRAINAGE STRUCTURES AND WATER VALVE BOX COVERS****PART 1 - GENERAL****1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. DOT Section 203-5.06
- B. DOT Section 203-5.07

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Sewer Brick: ASTM C 32, Grade MS.
- B. Concrete Masonry Units: ASTM C 139.
- C. Mortar: ASTM C 270, Type M. with hydraulic cement
- D. Metal Paving Rings: to match size of existing structure, and depth as required to raise structure to proposed grade
- E. Water Valve Box Extension Risers: to match size of existing valve box.

**PART 3 – EXECUTION****3.01 ADJUSTMENTS**

- A. Where rim elevations are to be lowered: Saw cut existing pavement to allow necessary room to perform work. Excavate as necessary to lower rim. Remove existing bricking as necessary; saw cut pre-cast structure if necessary. Ensure remaining bricking is competent, parge as necessary. Set existing frame on a bed of mortar. Set frame to pitch with longitudinal and cross slope, or as directed by engineer.
- B. Where rim elevations are to be raised or replaced: If possible utilize a cast iron grade ring to raise rim. If necessary, saw cut and excavate as above, remove existing frame, ensure competent riser bricking, set new bricking on a bed of mortar and provide mortar between bricks. Set frame on bed of mortar on top of new bricking. Set frame to pitch with longitudinal and cross slope, or as directed by engineer.
- C. Water Valves: If necessary, excavate to expose valve box cover, remove cover, and ensure integrity of box. If integrity is in question contact the Village of Millerton Water Department at 518-789-4756. Excavate as necessary to correct situation. Place riser, as necessary to raise valve to proposed elevation.

**END OF SECTION**

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**SECTION 321774  
GRANITE CURB****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Work under this section consists of furnishing all material, labor, tools, equipment, and supervision necessary to install granite curb and transition curb. The curb shall be vertical or slopped granite curb (so called granite edge) as specified on plans or directed by Engineer.
- B. The contractor shall be responsible for removing and resetting existing granite curbing/edging and furnishing and installing new granite curbing, in accordance with these specifications and in close conformity with the lines and grades shown on the Contract Drawings.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Earthwork: Section 312312.
- B. Concrete: Section 030001.
- C. Hot Mixed Asphalt Paving: Section 320140.

**PART 2 - MATERIALS****2.01 GRANITE CURBING**

- A. New granite curbing shall meet the requirements of the New York State Department of Transportation Standard Specifications Section 609.
- B. Vertical granite curbing shall be Type B.
- C. Slopped granite curb (edging) shall be Type TS.
- D. Transition curbing shall be placed at the ends and beginnings of curbing, at drain inlets and handicap ramps.

**PART 3 - EXECUTION****3.01 SALVAGE OF CURBING**

- A. The Contractor shall carefully remove, store, and clean all curbing specified for resetting. The Contractor shall replace all existing curbing that is to be reset which is lost, damaged, or destroyed as a result of their operations, at no expense to the Owner.

**3.02 EXCAVATING TRENCH**

- A. The trench for curb shall be excavated to a width of eighteen (18) inches. The sub-grade of the trench shall be at a depth below the proposed finished grade of the curb equal to six (6) inches plus the depth of the curbstone.

**3.03 PREPARATION OF FOUNDATION**

- A. The foundation for the curbing shall consist of a cement concrete bed placed on the gravel sub-base as shown on the detail.
- B. The foundation for curb inlets shall consist of a full bed of Portland cement mortar on the supporting back wall of the catch basin or gutter inlet and with sufficient gravel on each side to support the overhang. The trench for the gravel foundation shall be at least six (6) inches in depth and eighteen (18) inches in width. This trench shall be filled with gravel and thoroughly tamped to the required grade.
- C. The trench for curb corners shall be excavated so that there is a foundation of gravel which, when thoroughly compacted, will be six (6) inches in depth and extending six (6) inches beyond the front and back of the curb corner to the full depth of the foundation.

**3.04 SETTING CURBING**

- A. Curb and curb corners shall be set on a concrete foundation as shown on the Contract Drawings, and shall be fitted together as closely as possible.

- B. All spaces under the curb and curb corners shall be filled with concrete so that the curb and curb corners will be completely supported throughout their lengths. The curb shall be set to the line and grade required as shown on the plans, unless otherwise directed.

**END OF SECTION**

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**SECTION 329219  
SEEDING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Placing topsoil.
- B. Hydroseeding, mulching and fertilizer.

**1.02 SUBMITTALS**

- A. Product Data: Hydro Mulch: Manufacturer's specifications and application rate.
- B. Sample: One pound of seed in vendor's unopened package with label and seed analysis.

**1.03 QUALITY ASSURANCE**

- A. Field Examples: Seed samples will be taken by the Owner's Representative 30 days before sowing is tested. Test analysis will indicate species, purity, percent of germination, and weed content. Results will be sent directly to the Owner for acceptance or rejection based on these tests. The Contractor shall pay all expenses incurred for testing.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

**1.05 SCHEDULING**

- A. Time For Seeding: Sow grass seed between March 15th and May 15th or between August 15th and October 1st, except as otherwise approved in writing by the Owner.

**PART 2 PRODUCTS****2.01 FERTILIZER**

- A. Fertilizer: Commercial (5-10-5) inorganic, or organic, containing not less than 5 percent nitrogen, 10 percent available phosphoric acid and 5 percent water soluble potash.
- B. Other fertilizers with a 1-2-1 ratio such as 10-20-10 or 6-12-6 may be substituted for above.

**2.02 SEED MIXTURE**

- A. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal and State Standards.
- B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1 percent by weight.
- C. All seed will be rejected if the label or test analysis indicates any of the following contaminants: Timothy, Orchard Grass, Sheep Fescue, Meadow Fescue, Canada Blue Grass, Alta Fescue, Kentucky 31 Fescue, and Bent Grass.
- D. Seed Mixture: Standard
  - 1. Kentucky Blue Grass Blend: 55 percent. Purity 95 percent, Germination 80 percent.
    - a. Approximately equal proportions of 2 or more improved Bluegrass varieties as listed in the Cornell Recommendations for Turfgrass.
  - 2. Norlea Perennial Rye: 20 percent. Purity 98 percent, Germination 85 percent.
    - a. One or more of the improved Ryegrass varieties as listed in the Cornell Recommendations for Turfgrass.
  - 3. Red Fescue: 25 percent. Purity 97 percent, Germination 80 percent.
- E. Seed Mixture: Special

1. Kentucky Blue Grass Blend: 40-45 percent. Purity 95 percent, Germination 80 percent.
  - a. Approximately equal proportions of 2 or more improved Bluegrass varieties as listed in the Cornell Recommendations for Turfgrass.
2. Norlea Perennial Rye: 10-15 percent. Purity 98 percent, Germination 85 percent.
  - a. One or more of the improved Ryegrass varieties as listed in the Cornell Recommendations for Turfgrass.
3. Red Fescue: 40-45 percent. Purity 97 percent, Germination 80 percent.

### 2.03 MULCH

- A. Dry Application, Straw: Stalks of oats, wheat, rye or other approved crops which are free of noxious weed seeds. Weight shall be based on a 15 percent moisture content.
- B. Hydro Application: Colored wood cellulose fiber product specifically designed for use as a hydro-mechanical applied mulch. Acceptable Product: Conwed Hydro Mulch, Conwed Fibers, 231 4th Street SW, Hickory, NC.
- C. Jute Mesh: Heavy jute erosion cloth in rolls 225'-0" long by 48 inches wide as supplied by Jute Products, Inc., South 5th Street, Brooklyn, NY.
  1. Wire Staples: Twelve inch lengths of No. 11 gage wire bent to form a "U", or other wire staples as approved by the Owner's Representative.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Seed Bed: Scarify soil to a depth of 2 inches in compacted areas. Smooth out unsightly variations, bumps, ridges, and depressions which will hold water. Remove stones, litter, or other objectionable material.
  1. Obtain written approval of seed bed from the Owner's Representative before commencing seeding operations.
- B. Place topsoil in accordance with Section 312200.

### 3.02 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

### 3.03 SEEDING

- A. Apply seed at a rate of 3 lbs per 1000 sq ft Standard mix, 5 lbs per 1000 sq ft Special mix evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

### 3.04 HYDROSEEDING

- A. Apply seeded slurry with a hydraulic seeder at a rate of 57 gallons per 1000 sq ft evenly in two intersecting directions.
- B. Do not hydroseed area in excess of that which can be mulched on same day.

- C. Immediately following seeding, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- E. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

### **3.05 MULCHING**

- A. Dry Application: Within 3 days after seeding, cover the seeded areas with a uniform blanket of straw mulch at the rate of 100 pounds per 1000 sq. ft of seeded area.
- B. Hydro Application: Apply approved mulch in accordance with the manufacturer's written instructions and recommended rates of application.
- C. Dry Application, Jute Mesh: Within 3 days after seeding, cover sloped areas with a uniform blanket of jute mesh. Securely fasten jute mesh to slope with wire staples spaced 2 feet on center. Do not apply straw mulch over jute mesh.

### **3.06 LAWN ESTABLISHMENT**

- A. Maintain the grass at heights between 1-1/2 inches and 2-1/2 inches and include a minimum of 4 mowings.
- B. Water and protect all seeded areas until final acceptance of the lawn. Contractor shall water all seeded areas once per week to provide a minimum coverage of 3/4" of water over the entire area.
- C. Athletic areas shall be completely enclosed along their perimeter with safety fence from the time of seeding until the fields being placed into service (+ 12 months).

### **3.07 FINAL ACCEPTANCE**

- A. Final acceptance of lawn areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the lawn areas may be accepted at various times at the discretion of the Owner's Representative.
- B. Unacceptable lawn areas, dry application: Reseed as specified and fertilized at one-half the specified rate.
- C. Unacceptable lawn areas, hydro application: Reseed, fertilize, and mulch at one-half the specified rate, use full water rate.
- D. Once accepted, the Owner will assume all maintenance responsibilities.

**END OF SECTION**

## SECTION 329911 TOPSOIL

### PART 1 - GENERAL

#### 1.01 SUBMITTALS

A. Samples:

1. Topsoil for Testing: In the presence of the Owner's Representative, take a 5 lb. sample from each 1000 cu yds of topsoil to be used on the project. Complete a Topsoil Sample Information Form for each sample. Ship samples and forms (original and 2 copies) to Cornell University Labs.

NOTE: Shipping bags, Topsoil Sample Information forms and field sample designation numbers will be furnished by the Owner's Representative. Costs and fees associated with soil testing shall be the responsibility of the Contractor.

#### 1.02 QUALITY ASSURANCE

- A. Topsoil used on this project shall be tested, and approved before placement.
- B. Secure approval before stripping topsoil from a borrow area or delivering topsoil to the project site.

### PART 2 - PRODUCTS

#### 2.01 TOPSOIL

- A. Source: Provide topsoil from existing stockpiles stripped from the project site and approved by the Owner's Representative. Provide additional supplemental topsoil from off-site sources, as required.
- B. Off-Site Source: Provide topsoil from areas from which no topsoil has been taken previously and from areas which are producing, or have produced fair to good yield farm crops without unusual fertilization for a minimum period of 10 years, or from arable or cultivable areas supplied with good normal drainage.
- C. Provide topsoil conforming to the following:
  1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely free of dense material, hardpan, sod, or any other objectionable foreign material.
  2. Containing not less than 4 percent nor more than 20 percent organic matter in that portion of a sample passing a 1/4 inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
  3. Containing a pH value within the range of 4.5 to 7 on that portion of the sample which passes a 1/4 inch sieve.
  4. Containing the following gradations:

| SIEVE DESIGNATION | PERCENT PASSING                 |
|-------------------|---------------------------------|
| 1 inch            | 100                             |
| 1/4 inch          | 97 - 100                        |
| No. 200           | 20 - 65 (of the 1/4 inch sieve) |

#### 2.02 LIMESTONE

- A. Provide ground limestone in the producer's standard bags containing not less than 90 percent of calcium and magnesium carbonates equivalent to not less than 45 percent of the mixed oxides of calcium and magnesium and conforming to the following gradations:

| SIEVE DESIGNATION | PERCENT PASSING |
|-------------------|-----------------|
| No. 100           | 50 - 100        |
| No. 20            | 100             |

### PART 3 - EXECUTION

#### 3.01 PREPARATION

- A. Grub out and remove all vegetation in the area of the approved topsoil source.

### 3.02 SPREADING TOPSOIL

- A. Perform topsoil spreading operations only during dry weather.
- B. To insure a proper bond with the topsoil, harrow or otherwise loosen the subgrade to a depth of 3 inches before spreading topsoil.
- C. Spread topsoil directly upon prepared subgrade to a minimum depth measuring 4 inches after natural settlement in areas to be seeded. In sodded areas the thickness of the topsoil after natural settlement plus the sod shall equal 4 inches. Smooth out unsightly variations, bumps, ridges, and depressions which will hold water. Remove stones, litter, or other objectionable material. Finished surfaces shall conform to the contour lines and elevations indicated on the drawings or fixed by the Owner's Representative.

### 3.03 SPREADING LIMESTONE

- A. Spread ground limestone evenly over the top soiled surface. Incorporate limestone within the top 2 inches of soil prior to finish raking.
- B. Apply limestone at the following rate per 1000 sq. ft of topsoil area, corresponding to the hydrogen ion concentration (pH) shown by the soil chemical analysis:

| pH         | RATE (pounds) |
|------------|---------------|
| 4.5 to 5.0 | 150           |
| 5.0 to 5.5 | 100           |
| 5.5 to 6.0 | 50            |
| 6.0 to 6.8 | 25            |
| over 6.8   | 0             |

**END OF SECTION**



**SECTION 340551  
TRAFFIC MAINTENANCE AND PROTECTION****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. The Work of this Section consists of maintaining traffic and protecting the public from damage to persons and property within the limits of and for the duration of this contract.
- B. Maintain traffic over a reasonably smooth traveled way marked by signs, delineators, guiding devices and other acceptable methods in conformance with the New York State Manual of Uniform Traffic Control Devices (MUTCD).

**1.02 APPLICABILITY**

- A. The Work of this Section shall be required in all areas within the project limits that will be open to vehicular traffic.

**1.03 RESPONSIBILITY**

- A. Assume responsibility for conducting operations in a manner to insure the safety and convenience of all travelers and adjoining property owners within the limits of and for the duration of the contract.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Comply with the requirements of DOT Section 700 Materials as they apply to the various materials required for the Work of this Section.
- B. Provide sign panels of aluminum, galvanized steel or plywood with faces of reflective sheet material and non-reflective black characters conforming to DOT Section 730-13.
- C. Provide delineators, barricades and lighting for construction barricades in accordance with the requirements of MUTCD. Where reflective materials are required, conform to DOT Section 730-05.02 except where glass or plastic buttons are used as delineators. Barricades, cones and drums may use reflective materials conforming to DOT Section 730-05.01.
- D. Provide pavement delineation of reflective paint or reflective pressure sensitive pavement marking tape. Line segments shall be a minimum of 4 inches wide and 36 inches long applied with the long axis of the segment parallel to the direction of traffic.

**PART 3 - EXECUTION****3.01 GENERAL**

- A. Remove construction equipment and materials from roadway and parking areas during non-working hours or provide protection in such a manner that they will not constitute a traffic hazard.
- B. Conduct and schedule the Work in a manner that will minimize the time during which the traveling public will be exposed to hazards.
- C. Do not park employees' personal vehicles within the work area in a manner that they will constitute a traffic hazard.
- D. Provide a traveled way suitable for two lanes of moving traffic. Keep traveled way reasonably smooth and hard at all times.
- E. Keep the traveled way of all roadways and parking areas utilized for hauling materials to or from this project free of foreign objects that may fall or drop from transporting vehicles.
- F. Correct dusty conditions resulting from the Work by the use of calcium chloride and/or water. Distribute water uniformly by the use of suitable spray heads or spray bar. The Owner's Representative will be the sole judge of the need for the application of water for dust control. Apply water at the intervals and locations ordered by the Owner's Representative.

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- G. Whenever it becomes necessary to maintain traffic on one lane, provide adequate traffic controls on the Section of Roadway on which vehicle traffic is maintained. Provide competent flag persons or traffic signals at the location, which will in the judgment of the Owner's Representative adequately and continuously, control one-lane traffic.
  - H. Provide a sufficient number of competent flag persons in areas where construction operations are in potential conflict with vehicular traffic. Flag person shall wear orange hats or caps and vests in conformance with MUTCD.
  - I. Maintain safe and adequate ingress and egress to and from intersecting highways, residences and commercial establishments.
  - J. The Contractor is not responsible for removal of snow and ice from pavements or traveled ways open to vehicular traffic.
  - K. Maintain existing and new drainage structures, culverts and ditches to adequately drain the traveled way.
  - L. Provide, maintain, move and remove delineation and guiding devices to properly delineate a safe and reasonable roadway. Delineate areas on which it is unsafe to travel.
  - M. Delineate drop-offs less than 6 inches by providing approved delineators at intervals of not more than 200 feet. Where the drop off is between 6 inches and 18 inches, the spacing between delineators shall not be more than 100 feet. Where the drop off is greater than 18 inches, a continuous delineation consisting of 2 inch or wider brightly colored flexible tape shall be used in addition to individual delineators provided they are properly painted and reflectorized in accordance with MUTCD.
  - N. Maintain existing signs, markers, delineators and their supports. Where necessary, relocate existing signs in conformance with MUTCD. Replace signs lost or damaged as a result of contract operations.

### **3.02 CONSTRUCTION SIGNS**

- A. Provide, maintain, move and remove reflectorized construction signs in accordance with the requirements of MUTCD.
- B. Paint supports and backs of sign panels with two coats of white paint.
- C. Mount construction signs a minimum of 5 feet above the surface of the traveled way.

### **3.03 CONSTRUCTION BARRICADES**

- A. Provide, maintain, move and remove lighted construction barricades in accordance with the requirements of MUTCD.
- B. Provide flashing barricade lights of Type A low intensity conforming to the requirements of Section 294.3 of MUTCD.
- C. Hours of operation for barricade lights shall be from dusk to dawn.

### **3.04 PAVEMENT DELINEATION**

- A. Provide pavement delineation in accordance with MUTCD on any course of asphalt concrete upon which traffic will be maintained.
- B. Apply pavement delineation before the end of the working day.

### **3.05 OPENING ROADWAY TO TRAFFIC PRIOR TO CONTRACT ACCEPTANCE**

- A. Maintain and protect traffic on any portion of pavement or structure ordered in writing by the Owner or as shown on the drawings to be opened to traffic prior to contract acceptance.

### **3.06 REMOVAL OF TRAFFIC CONTROL DEVICES**

- A. Promptly remove all delineators, signs, barricades and pavement workings when in the opinion of the Owner's Representative their presence constitutes a hazard or inconvenience to the traveling public.

- B. Remove all remaining traffic control devices upon completion of the Work of this contract unless otherwise ordered in writing by the Owner's Representative.

**END OF SECTION**