



**MONTGOMERY COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR BRIDGE REPLACEMENT OF  
RFP 06-23**

**COMMONS ROAD  
OVER CAYADUTTA CREEK  
BIN 3309970  
TOWN OF MOHAWK  
MONTGOMERY COUNTY, NEW YORK**



**FEBRUARY 2023**

**PROJECT # 60697515**

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## **NOTICE TO BIDDERS**

## **NOTICE TO BIDDERS**

Pursuant to Section 103 of the General Municipal Law, sealed bids will be received by the undersigned for the replacement of the Commons Road Bridge over the Cayadutta Creek, Town of Mohawk, Montgomery County, New York, identifies as BIN 3309970

Sealed bids must be delivered to said office of the Montgomery County Purchasing Department, County of Montgomery not later than 10:00 A.M., Wednesday, March 22, 2023, and will be publicly opened and read aloud at 10:05 A.M. in Room 111 of the County Annex Building, 20 Park Road, Fonda, New York 12068.

Contract Documents, including Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications and Forms of Bid Bond, Performance and Payment Bond, and other contract documents, may be examined, at no expense, on the Montgomery County Purchasing Department website:

<https://www.co.montgomery.ny.us/web/sites/departments/purchasing/default.asp>

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda, if any, will be emailed from Montgomery County Purchasing to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by Montgomery County Purchasing will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by acknowledging each Addendum on page 1 of the Proposal. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under the Bid submittal. All Addenda so issued shall become part of the Contract Documents.

The right is reserved by the County of Montgomery to waive any informalities in and reject any or all bids.

Montgomery County Purchasing Buyer  
Fonda, New York 12068-1500

Dated: February 24, 2023  
Fonda New York

## **The NYS Department of Transportation Standard Specifications**

The New York State Department of Transportation Standard Specifications, as amended, herein referred “Standard Specifications” are hereby incorporated in this project in their entirety, except as specified within the contract documents or this notice.

The Contractor is advised that the Commissioner of New York State Department of Transportation, hereby referred to as “Commissioner” and the New York State Department of Transportation, hereby referred to as “Department”, as defined in Section 101 of the Standard specifications have delegated any actions required of them within the Standard Specifications to **Montgomery County**, or the named agent of **Montgomery County**. This shall include, but not limited to, providing supplemental bid information, bid and bond formats and submittals, receipt of submittals, providing material certifications and reviews, granting of time extensions, payments of estimates, furnishing ROW, overtime dispensation processing, approval of shop drawings, installation methods and construction details, and monitoring and enforcing safety, health and environmental requirements and permits.

## **INFORMATION FOR BIDDERS**

## **INFORMATION FOR BIDDERS**

### **1. SCOPE OF WORK**

The work to be performed under this Contract consists of furnishing all tools, materials, labor, bonds, insurance, supervision, and the performance of all work necessary and proper to complete the project as specified and as shown on the Contract Plans.

The work to be performed is more specifically described in the Technical Provisions, as is the Project Location.

### **2. TIME OF COMPLETION**

Bidder must agree to commence work within ten (10) days on the date in a written "Notice to Proceed" of the Owner and to fully complete the project within one hundred and fifty (150) calendar days. In default thereof, the Contractor shall be liable for liquidated damages in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day of delinquency. The terms and condition of Section 108-04 of the State Specifications shall also apply.

### **3. RECEIPT AND OPENING OF BIDS**

Bids will be received by the Owner on the date and time specified in the Notice To Bidders, at which time they will be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw their bid for 45 days after the opening date or until accepted or rejected by Montgomery County.

### **4. PREPARATION OF BID**

- (1) Each bid must be submitted on the prescribed forms and accompanied by Bid Security and Corporation Certificate and other documentation as specified in the Information for Bidders and Proposal sections of this document.
- (2) If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and clearly marked with the name and address of the Bidder, the name of the project, and labeled "Bid Proposal".
- (3) All blank spaces in the bid must be filled in, and, except as otherwise expressly provided in the Bidding Documents, no other change is to be made in the phraseology of the bid or in the items mentioned therein.

- (4) Proposals that are illegible or that contain any omission, erasures, alterations, additions, or items not called for in the itemized proposal or that contain irregularities of any kind, may be rejected as informal.
- (5) Any bid may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the Bidder.
- (6) If the bid is made by a corporation, the names and places of residence of the president, secretary, and treasurer shall be given. If by a joint venture, the names and addresses of the members of the joint venture. If by an individual, that person's name and place of residence shall be given.
- (7) Permission will not be given to modify, explain, withdraw, or cancel any bid or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids.

## **5. SUBCONTRACT**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

## **6. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to:

AECOM  
40 British American Boulevard  
Latham, New York 12110

and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by certified mail from AECOM, with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addenda or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All Addenda so issued shall become part of the Contract Documents.



## **7. SALES AND COMPENSATING USE TAX**

### **(1) SALES AND COMPENSATING USE TAX EXEMPTION FOR MATERIALS SOLD TO OWNER**

The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all supplies and materials sold to the Owner pursuant to this Contract. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the Contractor or a subcontractor or to the supplies and materials not incorporated into the completed project. The Contractor and its subcontractors shall be responsible for any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment, and other property.

### **(2) SALES AND COMPENSATING USE TAX FOR MATERIALS PURCHASED FOR RESALE**

The purchase by the Contractor or by its subcontractors of supplies and materials sold hereunder will be a purchase for resale and therefore not subject to the New York State Sales and Compensating Use Taxes or any such taxes of cities or counties. The Contractor or its subcontractor, at the request of the Owner, shall furnish to the Owner such bills of sale and other instruments as may be required by the Owner, properly executed, acknowledged and delivered, assuring to the Owner title to such supplies and materials free of encumbrances. The Contractor or its subcontractor shall mark or otherwise identify all such supplies and materials as the property of the Owner. All subcontractor agreements shall provide for resale of such supplies and materials prior to and separated and apart from the incorporation of such supplies and materials into the permanent construction.

## **8. QUALIFICATION OF BIDDER**

The Owner may make such investigations as is deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such a Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

## **9. BID SECURITY**

Proposals will not be considered unless accompanied by a Certified Check of the Bidder, or a bid bond, duly executed by the Bidder as principal and having as Surety thereon a surety company approved by the Owner, in the amount of ten (10%) percent of the gross amount of the bid, made payable to Montgomery County, as a guarantee for the time stated in the proposal and will furnish good and sufficient bond for the faithful performance of the contract. Bid security will be returned to all bidders upon the execution of a contract but in no case later than thirty days from bid opening.

(1) **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.

**10. POST-BID INFORMATION**

Within five (5) days of the bid opening, the apparent low Bidder shall furnish, in writing, the following information to the Engineer:

- (1) Statement that project can be completed within established time.
- (2) The proportion of the work to be performed by the Bidder with the Bidder's own forces.
- (3) A list of subcontractors (other than suppliers) with their qualifications to perform the work.

**11. AWARD OF CONTRACT**

- (1) The award of the Contract shall be made to the lowest responsive and responsible Bidder who, in the opinion of the Owner, will best promote the public interest as provided by Section 38 of the Highway Law. The lowest bid shall be determined by the Owner on the basis of the gross sum (as set forth in the Bid Proposal form), which has been arrived at by a correct computation of all the items specified at the unit prices (if any) in the bid therefor. The Owner shall also determine the lowest bid by adding to or deducting from the base bid any alternates as set forth in the Bid Proposal Form. In determining the lowest responsible Bidder - absent prequalification and assuming the existence of a responsive bid - the Owner and the Engineer will consider the Bidders' expertise, financial capacity, general reputation, past performance on similar jobs, and other comparable factors, all with a view to selecting the Contractor who will perform the work properly, at the lowest price and the least administrative cost to the Owner.
- (2) Subject to the right hereinafter reserved, the work will be awarded within forty-five (45) calendar days after the opening of bids or when formally accepted by the resolution to a single responsible Bidder or any combination of Bidders whose bid conforms to the requirements of the Bidding Documents.
- (3) The right is reserved, as the interest of the Owner may require, to reject any bid or all bids and to waive any informality in any bid received. Without limiting the generality of the foregoing:
  - a. A bid may be rejected if the Bidder failed to furnish the required bid security or to submit the data required with or after the bid.

- b. A bid may be rejected if the Bidder cannot show to the satisfaction of the Owner (1) that the Bidder has the necessary capital, skill, and experience; or (2) that the Bidder owns, controls, or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time, specified; or (3) that the Bidder is not already obligated by the performance of so much other work as would be likely to delay the commencement, prosecution, or completion of the work contemplated by the Contract.
  - c. A bid, if it does not provide for the completion in the time specified, will be rejected.
- (4) The Owner also expressly reserves the right to reject any bid, if, in the Owner's opinion - considering the work to be performed, the facts (as to the Bidder's business or technical organization, plant, financial, and other resources or business experience compared with the work bid upon) justify rejection.
- (5) The award of the Contract shall not be construed as a guarantee by the Owner that the personnel, equipment, and the general scheme of operations and other data submitted by the Bidder, with or after the bid, is either adequate or suitable for the satisfactory performance of the work.

## **12. REQUIRED BONDS**

- (1) Within ten (10) calendar days after the receipt of Notice of Award, the Contractor shall procure, execute, and deliver to the Owner and maintain, at the Contractor's own cost and expense, a Performance Bond and a Labor and Material Bond - both of which bonds shall be on the form prescribed by the Owner and in an amount not less than 100% of the total amount of the Contract awarded to the Contractor by the Owner. Said bonds must be issued by a surety company, approved by the Owner and authorized to do business in the State of New York as a surety.
- (2) Attorneys-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of the power of appointment.

## **13. REQUIRED CERTIFICATES**

The Contractor and its subcontractors and materialmen are required to obtain all necessary exemption certifications from the Owner and to furnish a resale certificate to all persons, firms, or corporations from which they purchase supplies and materials in performance of work under this Contract.

## **14. NON-DISCRIMINATION IN EMPLOYMENT**

Contracts for work under this proposal will obligate the Contractors and their subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the Contract or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

Successful Bidders must be prepared to comply in all respects with the non-discrimination provisions to be found in the proposal section of the Contract Documents and in the New York State Department of Transportation Standard Specifications.

#### **15. NON-COLLUSIVE BIDDING CERTIFICATE**

All contractors bidding under the provisions of the Specifications are subject to provisions of Section 103 of the General Municipal Law of the State of New York.

#### **16. ESCALATION OF COST**

The Contractor will not be entitled to extra reimbursement due to escalation of cost for inflation.

#### **17. NOTICE OF SPECIAL AND SUPPLEMENTAL CONDITIONS**

The Contractor's attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- (1) Insurance Requirements
- (2) Wage Rates
- (3) Contract Requirements
- (4) Special Conditions
- (5) Supplemental Conditions

#### **18. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. They will be deemed to be included in the Contract the same as though herein written out in full.

## **19. OBLIGATION OF BIDDER**

The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, except latent conditions that meet the requirements of §104-03, and that its information was secured by personal and other investigation and research.

## **20. CONDITIONS OF WORK**

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the successful Bidder of the obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods and means as will not cause any interruption of or interference with the operation of the existing facilities.

## **21. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Bidder, upon failure or refusal to execute and deliver the Contract and bonds required (within 10 days after receiving notice of the acceptance of the bid), shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with that bid.

## **PROPOSAL**

**PROPOSAL**

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_

to furnish and deliver all material and do and perform all work in accordance with the Specifications, Drawings, and Contract Documents of the Montgomery County Department of Public Works, for the **Replacement of the Commons Road Bridge (BIN 3309970) over the Cayadutta Creek in the Town of Mohawk, Montgomery County, New York.**

The envelope containing the bids must be sealed and addressed to the Owner at:

Montgomery County Purchasing Buyer  
Office Building Annex, 1<sup>st</sup> Floor  
20 Park Street  
Fonda, New York 12068-1500

and designated as bid for:

**REPLACEMENT OF  
COMMONS ROAD BRIDGE  
OVER CAYADUTTA CREEK BIN 3309970  
TOWN OF MOHAWK**

ADDENDA ACKNOWLEDGMENT

Addendum No.

Date Received

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
REPLACEMENT OF  
COMMONS ROAD BRIDGE OVER CAYADUTTA CREEK - BIN 3309970

ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
1	201.06	NEC	Clearing and Grubbing FOR _____ _____ Lump Sum		
2	202.120001	NEC	Removing Existing Superstructures FOR _____ _____ Lump Sum		
3	203.02	390	Unclassified Excavation and Disposal FOR _____ _____ Per Cubic Yard		
4	203.03	425	Embankment in Place FOR _____ _____ Per Cubic Yard		
5	203.21	400	Select Structural Fill FOR _____ _____ Per Cubic Yard		
6	206.01	1300	Structure Excavation FOR _____ _____ Per Cubic Yard		



MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
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ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
7	207.26	66	Prefabricated Composite Structural Drain FOR _____ _____ Per Square Yard		
8	209.13	320	Silt Fence - Temporary FOR _____ _____ Per Linear Foot		
9	304.12	230	Subbase Course, Type 2 FOR _____ _____ Per Cubic Yard		
10	404.000011	6	Plant Production Quality Adjustment To Asphalt Items FOR _____ _____ Per Quality Unit		
11	404.128301	50	12.5 F3 Top Course Asphalt, 80 Series Compaction FOR _____ _____ Per Ton		
12	404.378901	65	37.5 F9 Base Course Asphalt, 80 Series Compaction FOR _____ _____ Per Ton		

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
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ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
13	407.0102	22	Diluted Tack Coat FOR _____ _____ Per Gallon		
14	555.97010016	104.3	Concrete for Structures, Class HP (Reinforcement Included and No Bar List in Plans) FOR _____ _____ Per Cubic Yard		
15	555.97020016	63.0	Footing Concrete, Class HP (Reinforcement Included and No Bar List in Plans) FOR _____ _____ Per Cubic Yard		
16	557.0503	226.6	Superstructure Slab With Integral Wearing Surface - Bottom Formwork Not Required - Type 3 Friction FOR _____ _____ Per Square Yard		
17	557.2003	124.4	Structural Approach Slab with Integral Wearing Surface - Type 3 Friction FOR _____ _____ Per Square Yard		

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
REPLACEMENT OF  
COMMONS ROAD BRIDGE OVER CAYADUTTA CREEK - BIN 3309970

ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
18	558.02	319.0	Longitudinal Sawcut Grooving of Structural Slab Surface FOR _____ _____ Per Square Yard		
19	559.01	3368	Protective Sealing of Structural Concrete on New Bridge, Decks, and Bridge Deck Overlays FOR _____ _____ Per Square Foot		
20	559.02	879	Protective Sealing of New Structural Concrete FOR _____ _____ Per Square Foot		
21	563.020001MC	1848.0	Prestressed Concrete Box Beam Units FOR _____ _____ Per Square Foot		
22	565.1923	12	Type E.L. Bearing (112 to 168K) FOR _____ _____ Each		
23	568.51	174.0	Steel Bridge Railing (Four Rail) FOR _____ _____ Per Linear Foot		

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
REPLACEMENT OF  
COMMONS ROAD BRIDGE OVER CAYADUTTA CREEK - BIN 3309970

ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
24	568.70	128.0	Transition Bridge Railing FOR _____ _____ Per Linear Foot		
25	580.01	27.3	Removal of Structural Concrete FOR _____ _____ Per Cubic Yard		
26	586.0201	50	Drilling and Grouting Bolts or Reinforcement Bars FOR _____ _____ Each		
27	586.97000001	11	Drilling and Installation of Weep Drains FOR _____ _____ Per Linear Foot		
28	606.10	36.0	Box Beam Guide Railing FOR _____ _____ Per Linear Foot		
29	606.100002	102.0	Box Beam Guide Railing (Shop Bent or Shop Mitered) FOR _____ _____ Per Linear Foot		

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
REPLACEMENT OF  
COMMONS ROAD BRIDGE OVER CAYADUTTA CREEK - BIN 3309970

ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
30	606.120101	1	Box Beam End Piece FOR _____ _____ Each		
31	606.120201	2	Box Beam Guide Railing End Assembly, Type IIA FOR _____ _____ Each		
32	606.18	18	Weak-Post, Corrugated Beam Guide Rail FOR _____ _____ Per Linear Foot		
33	606.65000004	80	Remove, Transport and Store Temporary Precast Concrete Barrier FOR _____ _____ Per Linear Foot		
34	606.71000015	376	Remove and Dispose of Corrugated Beam Guide Railing and Store Posts FOR _____ _____ Per Linear Foot		
35	606.8101	1	Guide Rail Transition Weak-Post Corrugated Beam To Box Beam Guide Rail (One or Two-Way Operation) FOR _____ _____ Each		

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
REPLACEMENT OF  
COMMONS ROAD BRIDGE OVER CAYADUTTA CREEK - BIN 3309970

ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
36	610.1403	35	Topsoil - Lawns FOR _____ _____ Per Cubic Yard		
37	610.1602	409	Turf Establishment - Lawns FOR _____ _____ Per Square Yard		
38	619.01	NEC	Basic Work Zone Traffic Control FOR _____ _____ Lump Sum		
39	619.04	8	Type III Construction Barricade FOR _____ _____ Each		
40	619.1711	40	Temporary Positive Barrier - Category 1 (Pinning Prohibited) FOR _____ _____ Per Linear Foot		
41	619.1719	4	Warning Lights on Temporary Positive Barriers FOR _____ _____ Each		

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
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COMMONS ROAD BRIDGE OVER CAYADUTTA CREEK - BIN 3309970

ITEM	NYS DOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
42	625.01	NEC	Survey Operations FOR _____ _____ Lump Sum		
43	627.50140008	68	Cutting Pavement FOR _____ _____ Per Linear Foot		
44	647.41	6	Remove and Store Sign Panel, Sign Panel Assembly Size I, (Under 30 Square Feet) FOR _____ _____ Each		
45	698.04	455	Asphalt Price Adjustment FOR <u>One dollar and no cents</u> _____ Dollars and Cents	\$ 1.00	\$ 455.00
46	698.05	1607	Fuel Price Adjustment FOR <u>One dollar and no cents</u> _____ Dollars and Cents	\$ 1.00	\$ 1,607.00

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS  
REPLACEMENT OF  
COMMONS ROAD BRIDGE OVER CAYADUTTA CREEK - BIN 3309970

ITEM	NYSDOT ITEM	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
47	699.040001	NEC	Mobilization FOR _____ _____ Lump Sum		
<div style="text-align: center;">TOTAL ITEMS 1 THROUGH 47</div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">           _____            _____            _____            (IN WORDS)         </div> <div style="text-align: center;">           \$ _____            (IN FIGURES)         </div> </div>					



In submitting this bid, the undersigned declares to be the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Owner, or any person in the employ of the Owner is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares to have carefully examined the plans, specifications and form of contract, and to have personally inspected the actual location of the work together with the local sources of supply, to be satisfied as to all the quantities and conditions, and understands that in signing this proposal waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid unit bid prices as compensations for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further agrees that at any time during the progress of work the Owner adds, alters or omits portions of the work it shall so perform such work and accept compensation in accordance with the Standard Specifications.

The undersigned further understands and agrees not to start any work until the contract agreement is signed by the Owner or the Owner's duly authorized representative. In case the undersigned voluntarily undertakes to start work, the undersigned does so entirely at its own risk and without obligation or responsibility on the part of the Owner; and hereby agrees and warrants that, as a prerequisite to the start of any such voluntary work, accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage, indemnification and holding the Owner harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workers' compensation and liability insurance policies as set forth in the related specifications; and also agrees and warrants that all of such policies will be in force and effect on the date of the start of any such contract operations, whether or not the contract documents have been executed and filed as aforesaid. In no event shall the undersigned start any contract work which involves a disturbance of the contract site prior to execution of the contract by the Owner.

**Bid Deposit**

Accompanying this proposal is a bid bond, certified check or bank cashier's check for the specified amount of deposit required. In the event this proposal is accepted by the Owner and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, the moneys represented by such bid bond, certified check or bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the Owner; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind herself/himself or itself/themselves to enter into written contract, within ten days of date of notice of award, with the said Department of Transportation, and to comply in all respects with §38(6) of the Highway Law, as amended, in relation to security for the faithful performance of the terms of said contract.

**Non-Collusive Bidding Certifications (NYS Finance Law §139-D)**

1. Every bid hereafter made to the state Owner, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the 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.

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.(a).

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

### **Non-Collusive Bidding Certification (49 CFR 29)**

The Contractor to whom the above identified contract is to be awarded does hereby tender to the Owner this sworn statement pursuant to Section 112(c) of Title 23 U.S. Code *Highways* and does hereby certify, in conformance with said 23 USC 112(c) that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above identified contract.

The signatory to this proposal, being duly sworn, certifies that, **EXCEPT AS NOTED BELOW**, its company and any person associated therewith in then capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent Jurisdiction in any matter involving fraud or official misconduct within the past three years.

**EXCEPTIONS** - List any relevant information, attaching additional sheets if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.)

### **Lobbying Activity Certification [For Federal-Aid Contracts Only]**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(See Exhibit 1 annexed hereto)

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### **UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE**

Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the U.S. DOT HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

This HOTLINE is under the direction of the U.S. DOT's Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

#### **NEW YORK STATE INSPECTOR GENERAL HOTLINE**

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the State Inspector General. The Toll-Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 A.M. and 5:00 P.M., Monday through Friday. The address of the Office of the Inspector General is P.O. Box 9, One Commerce Plaza, Albany, New York 12260.

**CONTRACTOR MUST COMPLETE THE FORM BELOW**

**OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No      Yes

If yes, please answer questions 2-4. If no, skip to question 5.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No      Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No      Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the individual or entity seeking to enter into the Procurement Contract due to the intentional provision of false or incomplete information? (Please circle):

No      Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

**BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:**

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the Changed Conditions provisions if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein.
5. For Federal-Aid contracts only, Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by 49 CFR, Part 29.
6. Contractor affirms that all information provided to the Owner with respect to the requirements contained in State Finance Laws §139j and §139k is complete, true and accurate.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Legal Name of person, firm or corporation

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

**(Acknowledgment of individual contractor)**

STATE OF NEW YORK

County of \_\_\_\_\_ ss.:

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 acknowledged that she/he executed the same.

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

**(Acknowledgment of co-partnership contractor)**

STATE OF NEW YORK

County of \_\_\_\_\_ ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did for himself/herself depose and say that he/she is a member of the partnership of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_, and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign same, and did duly acknowledge to me that she/he executed the same as the act and deed of said firm for the uses and purposes mentioned therein.

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

**(Acknowledgment of contractor, if a corporation)**

STATE OF NEW YORK

County of \_\_\_\_\_ ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person, who being duly sworn, did depose and say that she/he resides in \_\_\_\_\_, that she/he is the \_\_\_\_\_, of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; and that she/he signed her/his name thereto by order of the Board of Directors of said Corporation.

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

## INFORMATION SHEET

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Type of Entity: Corporation\_\_\_\_\_ Partnership\_\_\_\_\_ Individual\_\_\_\_\_

If a Non-Publicly-Owned Corporation:

Name of Corporation: \_\_\_\_\_

List of Principal Stockholders (holding over 5% of outstanding shares):

\_\_\_\_\_

\_\_\_\_\_

List of Officers: \_\_\_\_\_

\_\_\_\_\_

List of Directors: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

If a Partnership:

Partners: \_\_\_\_\_

\_\_\_\_\_

Name of Partnership: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

\* If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York General Business Law must be attached.



## REFERENCES

All bidders will be required to complete this form providing five references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have dealings with the Bidder within the last thirty-six (36) months. The Owner reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

BIDDER'S NAME: \_\_\_\_\_

Date Filed: \_\_\_\_\_

1. Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

2. Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

3. Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

4. Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

5. Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_, hereinafter referred to as "Owner", and

[ ] an individual conducting business as

[ ] a partnership, consisting of

[ ] a corporation organized and existing under the laws of the State of \_\_\_\_\_ the location of whose principal office is \_\_\_\_\_ hereinafter called the "Contractor".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

**ARTICLE 1. WORK TO BE DONE.** The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ as further described in Article 4, and as generally identified and shown on the contract plans entitled:

\_\_\_\_\_ in accordance with the Project Specifications, which contain the information for bidders, proposal, agreement and bonds, general conditions, wage rates, general requirements, technical provisions, special specifications and payment Items; and the New York State Department of Transportation Standard Specifications and addenda and (b) do everything required by the Contract and/or Contract Documents as defined herein.

The Contractor further agrees their bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; an extension of Contract Completion Date will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any Value Engineering Change Proposals will be approved.

**ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.** The Contract (and Contract Documents) shall be deemed to include the advertisement for bidders; the contract proposal, including Special Notes and Special Specifications contained therein; the contractor's proposal; the contract agreement; the base line data; the "Standard Specifications" including all addenda thereto identified in the contract proposal; the Standard Sheets; the plans; any amendments issued prior to the date of proposal submission, and all provisions required by law to be inserted in the contract whether actually inserted or not. Whenever separate publications are referenced in the Contract Documents it shall mean those, as amended, which are current on the date of advertisement for bids.

**ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE.** The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, except

latent conditions that meet the requirements of §104-03 *Differing Site Conditions*, and that its information was secured by personal and other investigation and research.

**ARTICLE 4. DATE OF COMPLETION.** The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the Owner, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Owner. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Owner, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work. Notice of application for such extension shall be filed with the Engineer at least fifteen days prior to the date of completion fixed by the terms of this agreement.

**ARTICLE 5. ALTERATIONS AND OMISSIONS.** The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Owner other than the consideration named in this agreement.

The Owner reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest- making allowances for additions and deductions with compensation made in accordance with the Standard Specifications, for this work without constituting grounds for any claim by the contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

**ARTICLE 6. NO COLLUSION OR FRAUD.** The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the Owner has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract.)

**ARTICLE 7. CONTRACT PAYMENTS.** As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as provided in §38(7) of the Highway Law. No monthly payment shall be rendered unless the value of the work completed

equals 5% of the contract amount or \$1,000, whichever is the lesser. The Contractor shall not hold any retainage from any Subcontractor.

**ARTICLE 8. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE.** It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Owner, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have said contract payment processed, nor shall any contract payment(s) be processed for work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

**ARTICLE 9. FINAL ACCEPTANCE OF WORK.** When in the opinion of the Engineer a Contractor has fully performed the work under the contract, the Engineer shall recommend to the Owner the acceptance of the work so completed. Prior to the final acceptance of the work by the Owner or his/her designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the Engineer and/or Owner, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the Owner's rights under any warranty or guarantee. Final acceptance may be revoked by the Owner at any time prior to the issuance of the final check by the Owner upon the Engineer's discovery of such defects, mistakes, fraud or errors in the work.

**ARTICLE 10. FINAL PAYMENT.** After the final acceptance of the work, the Engineer shall prepare a final estimate of the work performed and the materials placed and shall determine the value of such work and materials under and according to the terms of the contract. This final estimate shall be certified, as to its correctness, by the Engineer. The right, however, is hereby reserved to the Owner to reject the whole or any portion of the final estimate, should the said estimate of the Engineer be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All estimates upon which partial payments may have been made, shall be subject to correction in the final estimate.

**ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT.** It is further mutually agreed that if at any time during the prosecution of the work the Engineer and/or Owner shall determines that the work upon the contract is not being performed according to the contract or for the best interest of the Owner, the execution of the work by the Contractor may be temporarily suspended by the Engineer and/or Owner, who may then proceed with the work under his/her own direction in such manner as will accord with the contract specifications and be for the best interests of the Owner; or he/she may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his/her own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he/she may cancel the contract and either readvertise or relet as provided in Section 38 of the Highway Law, or complete the work under its own direction in such a manner as will accord with the contract specifications and be for the interests of the Owner; any excess in the cost of completing the contract beyond the price for which it was

originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety; all in pursuance of the provisions of Section 40 of the Highway Law.

Whenever the Owner determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

**ARTICLE 12. DETERMINATION AS TO VARIANCES.** In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Engineer, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

**ARTICLE 13. SUCCESSORS AND ASSIGNS.** This agreement shall bind the successors, assigns and representatives of the parties hereto.

**ARTICLE 14. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with §139-h of State Finance Law, the Contractor hereby promises, asserts and represents 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 provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the Owner in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in the forgoing paragraph and that such contract shall be rendered forfeit and void by the Owner if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the Owner of any such conviction or final determination of violation within five (5) days thereof.

IN WITNESS WHEREOF, this agreement has been executed by the Owner, and the Contractor or its appointed representative, who has executed this agreement on the day and year first written above.

Owner:

Attest:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor:

Attest:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**(Acknowledgment of individual contractor)**

STATE OF NEW YORK ss. :

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

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

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

**(Acknowledgment of co-partnership contractor)**

STATE OF NEW YORK ss. :

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

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_ and that he/she executed the foregoing instrument and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm for the uses and purposes mentioned therein.

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

**(Acknowledgment of contractor, if a corporation)**

STATE OF NEW YORK ss. :

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

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the person who being duly sworn, did depose and say that he/she resides in \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

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



## SAMPLE FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address)  
(hereinafter called the "Principal") and the \_\_\_\_\_  
a corporation created and existing under the laws of the State of \_\_\_\_\_ having its  
principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety")  
are held and firmly bound unto the Owner, in the full and just sum of [*Total Contract Bid Price*  
*or "A Portion" of Total Contract Bid Price* Dollars (\$.....)] good and lawful money of the  
United States of America, to the payment of which said sum of money, well and truly to be made  
and done the said Principal binds itself, its heirs, executors, administrators or assignees and the  
said Surety binds itself, its successors or assigns, jointly and severally, firmly by these presents:

WHEREAS, the Contractor and the Owner have entered into a written Contract, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereinafter called the Contract, whereby the  
Contractor has agreed to furnish all material, equipment, labor, tools, and do all the work  
necessary to perform \_\_\_\_\_

(in accordance with Plans, Specifications, Proposal, and other Contract Documents attached  
hereto and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall well,  
truly and faithfully perform the work in accordance with the terms of the contract and as said  
contract may be modified or amended, and with the plans and specifications, and will commence  
and complete the work within the time prescribed in the contract, and shall protect the said  
Owner against, and pay any excess of cost as provided in said contract, and all amounts,  
damages, costs and judgments which may be recovered against said Owner or its officers or  
agents of which the said Owner may be called upon to pay to any person or corporation by  
reason of any damages, direct or indirect, arising or growing out of the doing of said work, or  
from the negligence, nonfeasance, misfeasance or malfeasance of any officer, agent or employee  
of the Owner or Engineer thereof, or suffered or claimed on account of said public works  
contract during the time thereof or the manner of doing the same, or the neglect of the said  
Principal, or its agents, or servants, or the improper performance of the said work by the said  
Principal, or its agents, or servants, or from any other cause, then this obligation shall be null and  
void, otherwise to remain in full force and virtue.

In the event of a failure of performance of the contract by the Principal, which shall include, but  
not be limited to, any breach or default of the contract by the Principal, or in case said contract is  
forfeited by the Principal in the manner provided for in the contract and the said Surety, for value  
received, hereby stipulates and agrees, if requested to do so by the Owner, has the option to  
either remedy the default, or breach or forfeiture of the Principal or take charge and fully  
perform and complete the work, mentioned and described in said contract and specifications,  
pursuant to the terms, conditions and covenants thereof and as may be amended, at its own  
expense. The procedure by which the Surety undertakes to discharge its obligations under the

bond shall be subject to the advance written approval of the Owner. If the Surety completes the contract, it shall be paid for the actual items of work performed in accordance with the Principal's contract terms and prices. In this event the Surety assumes the rights and obligations of the Principal.

It shall be the duty of the Surety to give unequivocal notice in writing to the Owner, within forty-five (45) days after receipt of written notice from the Owner to the Surety, of the Surety's election to remedy default(s) or breach(es) or forfeiture(s) promptly or to perform and fully complete the contract promptly as provided herein, time being of the essence of this bond. In said notice of election, the Surety shall state the date on which the remedy or performance shall commence. During the period between the Owner's notice and Surety's performance of the contract or remedy of the default, breach or forfeiture, the Surety shall be liable for and agrees to pay any and all reasonable and necessary costs as determined by the Owner to maintain the contract site safe and convenient to the public.

It shall also be the duty of the Surety to give prompt notice in writing to the Owner upon the completion of the remedy and/or correction of each breach or default or completion of the contract. The Surety shall not assert solvency of its Principal or its Principals denial of default as justification for its failure to give notice of election or for its failure to promptly remedy the breach or default or to complete the contract.

In the event the Surety shall fail to exercise either option or to act promptly then the Owner shall give ten (10) days notice of such failure, both to Principal and Surety, and after the expiration of the 10 days the Owner may cause the work to be completed pursuant to Section 40 of the Highway Law, and the Surety and the Principal shall be jointly and severally liable for the amount of excess cost of completing the contract work beyond the amounts remaining for this contract adjusted for the work actually performed. When the cost of completion of performance by the Obligee is estimated, the Principal and Surety shall pay, free from all liens and encumbrances, the Owner determined estimated completion costs above the funds remaining for this contract, to the Engineer within 30 days of receipt of the estimate. Adjustment of the Engineer's estimated completion cost will be made upon the Owner's final acceptance of the work and appropriate refunds, if any, will be promptly made to the Surety. Any actual costs in excess of the estimated price shall be paid to the Owner promptly on demand. Additionally, Principal and Surety shall be liable for any applicable liquidated and/or engineering costs or damages.

In addition, the said Principal and Surety further agree, as part of this obligation, to pay all damages of any kind to person or property that may result from a failure in any respect to perform and complete said contract including, but not limited to costs necessary to protect the traveling public or to avoid inconvenience to the traveling public, (liquidated damages as provided above) all repair and replacement costs necessary to rectify construction errors, architectural and engineering costs and fees, all consultant fees, all testing and laboratory fees, and all interest, legal fees and litigation costs incurred by the Owner.

And the said Surety thereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of the said contract or the plans or specifications accompanying the same, shall in any way affect the obligations of said Surety of its bond.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their/its) hand and the said Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_ )

(Company)

By \_\_\_\_\_ )

Principal

(Signature)

\_\_\_\_\_ )

(Title)

\_\_\_\_\_ )

(Company)

By \_\_\_\_\_ )

Surety

(Signature)

\_\_\_\_\_ )

(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)

**(Acknowledgment of principal, unless it be a corporation)**

STATE OF NEW YORK ss. :

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

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

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

**(Acknowledgment of principal, if a corporation)**

STATE OF NEW YORK ss. :

COUNTY \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

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

**(Acknowledgment of Surety Company)**

STATE OF NEW YORK ss. :

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_. that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

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

## SAMPLE FORM OF LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address)  
(hereinafter called the "Principal") and the \_\_\_\_\_  
a corporation created and existing under the laws of the State of \_\_\_\_\_ having its  
principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), are  
held and firmly bound unto the Owner, in the full and just sum of [*Total Contract Bid Price or  
the "A Portion" of Total Contract Bid Price* Dollars (\$.....)] good and lawful money of  
the United States of America, for payment of which said sum of money, well and truly to be  
made and done, the said Principal binds itself, its heirs, executors and administrators, successors  
and assigns, and the said Surety binds itself, its successors and assigns jointly and severally,  
firmly by these presents:

WHEREAS, the Contractor and the Owner have entered into a written Contract, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereinafter called the Contract, whereby the  
Contractor has agreed to furnish all material, equipment, labor, tools, and do all the work  
necessary to perform \_\_\_\_\_

(in accordance with Plans, Specifications, Proposal, and other Contract Documents attached  
hereto and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall  
promptly pay all monies due to all persons furnishing labor or materials to it or it's  
Subcontractors in the prosecution of the work provided for in said contract, then this obligation  
shall be void, otherwise to remain in full force and effect;

Provided, however, that the Owner having required the said Principal to furnish this bond in  
order to comply with the provisions of Section 137 of the State Finance Law, all rights and  
remedies on this bond shall inure solely to such persons and shall be determined in accordance  
with the provisions, conditions and limitations of said Section to the same extent as if they were  
copied at length herein; and

Further, provided, that the place of trial of any action on this bond shall be in the county in which  
the said contract was to be performed, or if said contract was to be performed in more than one  
county then in any such county, and not elsewhere.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of

\_\_\_\_\_ )

(Company)

By \_\_\_\_\_ ) Principal

(Signature)

\_\_\_\_\_ )

(Title)

\_\_\_\_\_ )

(Company)

By \_\_\_\_\_ ) Surety

(Signature)

\_\_\_\_\_ )

(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)

**(Acknowledgment of principal, unless it be a corporation)**

STATE OF NEW YORK ss. :

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

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

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

**(Acknowledgment of principal, if a corporation)**

STATE OF NEW YORK ss. :

COUNTY \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

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

**(Acknowledgment of Surety Company)**

STATE OF NEW YORK ss. :

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_. that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

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

## **GENERAL CONDITIONS**



## **GENERAL CONDITIONS**

### **1. CONTRACT AND CONTRACT DOCUMENTS**

The Contract Documents shall include the Notice to Bidders, Information for Bidders, Contractor's Proposal, Agreement, Specifications, Plans, and any addenda to specifications and all provisions required by law to be inserted in the contract, whether actually inserted or not.

Whenever separate publications in the New York State Department of Transportation Standard Specifications are referenced in the contract documents, it is understood to mean the publication and specifications, as amended, which are current on the date of advertisement for bids.

### **2. PRE-CONSTRUCTION CONFERENCE**

It is required that there shall be a pre-work conference and the Contractor shall attend this meeting. It shall take place at a time and place to be announced later. This meeting shall take place before the beginning of construction. Performance of the contract will be discussed, plus scheduling, number of crews, equipment, materials and construction details.

### **3. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after receiving the award of the contract and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish, on forms to be supplied by the Owner, a periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will not be considered as fixing a basis for additions to, or deductions, from the contract prices.

### **4. START AND PROGRESS OF WORK**

At least five (5) working days before starting work, the Contractor shall submit to the Engineer for approval an outline of Contractor's proposed methods and manner of executing the work including sequences of operation and time schedule for work to progress. If found satisfactory, the Engineer shall approve the submittal and the work shall progress in accordance with such schedules or amendments thereto.

#### 5. TWENTY-FOUR HOUR CALL

The Contractor shall provide the Engineer with the names and telephone numbers of at least two (2) employees of the firm who can be reached twenty-four (24) hours a day. This will enable the Owner to contact the Contractor any time that an emergency might arise involving the Contractor's operations or responsibilities.

#### 6. SANITARY REGULATIONS

The Contractor shall provide the necessary enclosed sanitary conveniences for the use of its workmen and inspection personnel. They shall be of a type approved by the Engineer and the New York State Department of Labor, and shall be maintained by the Contractor during their use and kept in a clean and satisfactory manner. These structures shall be sufficient in number for the size of the job and their use will be required. The Contractor shall notify all its workmen that no nuisances will be permitted in this regard and any complaints from the residents along these lines shall call for stricter enforcement of the provisions of this Article.

Facilities such as "Sani-John" or similar prefabricated units will be approved as long as they are kept in a clean condition. Each unit shall include a toilet and urinal.

Potable drinking water shall also be provided.

#### 7. CLEAN UP

The project site shall be cleaned up at the close of each workday, and be left in an orderly condition. Waste and debris shall be removed from the work site and surrounding areas cleaned of debris or waste generated from the work site. Containers shall be provided for the collection and separation of waste, and garbage and other waste shall be disposed of at frequent and regular intervals. Any salvaged material not specified to be disposed of otherwise, shall become the property of the Contractor and shall be removed from the site.

#### 8. DUST CONTROL

The Contractor shall apply pro-active measures to prevent discharge of dust into the atmosphere that unreasonably interferes with the comfortable enjoyment of life and property or is harmful to plants or animals.

#### 9. SAFETY

The Contractor shall perform all its operations in accordance with the applicable local, state, and federal safety regulations, and shall be responsible at all times for the safety of the general

public and for the protection of persons who may, for any reason, enter within the limits of the work. The Contractor shall adhere to all provisions of Section 107-05 of the NYS Standard Specifications.

#### 10. JOB MEETINGS

The Contractor shall attend all job meetings called by the Engineer or shall be represented by a person with complete authority to make all decisions affecting the Contractor's operations. Failure to be so represented at any job meeting which is held at a mutually agreed upon time or for which three (3) days oral or written notice is given, shall in no way relieve the Contractor from abiding by any and all decisions made at such meeting.

#### 11. ORDERS TO FOREMAN

Whenever the Contractor or its superintendent is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer or his/her representative and shall be received and obeyed by the Foreman who may have charge of the particular work in reference to which the orders are given. All foremen shall speak English.

#### 12. SUBCONTRACTS

The Contractor shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract bid price, except that any items designated by the Owner as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract bid price before computing the amount of work required to be performed by the Contractor with its own organization. The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

- "Its own organization" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by it, with or without operators.
- "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, skill or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The Contractor shall be responsible for all work performed by Subcontractors, Manufacturers, Fabricators, Material Suppliers and any other parties in the performance of the contract. Contract work shall be performed under a subcontract only after approval by the Engineer. Work shall be performed only by the Subcontractor specifically approved by the Engineer. Work shall not be assigned by the Subcontractor to a lower tier subcontractor. Violations of the aforementioned will result in no payment by the Owner for the completed work.

##### **A. Subcontractor Approval.**

Approval of Subcontractors is required for:

- The on-site completion of items of work as defined in the contract documents.
- The on-site maintenance of previously furnished and installed products.
- The delivery of materials to the contract site and incorporation directly into the work by the supplier's work force in such a manner that no further handling or manipulation of the material is necessary in order to conform with the construction details of the appropriate specification item.
- Approval of subcontractors excludes:
- Manufacturers, Fabricators and Material Suppliers who do not incorporate supplies or materials directly into the contract work.
- The on-site completion of a portion of the work that does not constitute a complete contract item, and that occurs over less than an aggregate of 5 days on the contract site.
- Specialized work which is not accounted through labor, equipment and materials, such as professional fees, testing fees, dumping fees, utility charges
- Owner/Operator Trucking, both on-site and off-site.

**B. Approval Procedure.** The Contractor shall submit a list of all Subcontractors to the Engineer no later than the preconstruction meeting. The Contractor shall ensure that the list is kept up to date for the duration of the project. The Engineer will approve all Subcontractors prior to beginning work.

**C. Trucking and Other Equipment Owner/Operators.** Equipment owner/operators are recognized by the Department and by Labor Law as unique business situations. Owner/Operators, by definition are individual businesses, do not have employees, and therefore are not subject to prevailing wage rates.

**D. Subcontract Provisions.** All Subcontracts shall be in writing and shall contain all pertinent provisions of the contract in regard to Federal and State Laws and Regulations. All Subcontractors shall maintain insurance coverages as required by Section 27, Contractors and Subcontractors Insurance.

All subcontracts, supply or equipment contracts shall incorporate the provisions of §105-14 Disputed Work and Dispute Resolution of the NYS Standard Specifications. If such subcontracts or supply or equipment contracts do not have similar provisions, then the Owner payments to the Contractor for such subcontract or supply or equipment work shall be limited to only that which are provided by the provisions of this subsection as if it were in effect for such subcontract or supply or equipment contract.

All Subcontractors working within the contract limits or at a facility dedicated to the contract shall have a written Project Safety and Health Plan in accordance with §107-05 Safety and Health Requirements of the NYS Standard Specifications or shall have a copy of the Contractor's written Project Safety and Health Plan and shall confirm by written agreement with the Contractor that all Subcontractor operations are adequately addressed. The Contractor shall have a copy of each Subcontractor's written Safety and Health Plan, and shall ensure that the Subcontractor's plans are not in conflict with the Contractor's written Safety and Health Plan.

### 13. SEPARATE CONTRACTS

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

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work, except as to defects which may develop in the other Contractor's work after the execution of its work.

To insure the proper execution of subsequent work the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

### 14. INSPECTION OF WORK

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed full work access and shall be furnished with necessary information and assistance by the Contractor to make a complete and detailed inspection.

Whenever the Engineer shall consider it necessary to remove any portion of the work executed under this contract for inspection or for any other purpose, no payment shall be made for such removal or for replacement of the work to satisfactory conditions in case such inspection shows that the work was not constructed in accordance with the terms of this Contract; nor shall payment be made for the removal or replacement of any work which may itself be satisfactory, but the removal of which is necessary for the replacement of unsatisfactory work.

However, if such inspection shows that the work was constructed in accordance with the terms of the contract, payment shall be made to the Contractor for such removal and subsequent replacement at a fair and reasonable price, arrived at through an order on contract for the work performed. No payment shall be made in such removal and replacement situations if work was done or materials furnished without inspection by the Engineer.

All work shall be in a first-class and satisfactory condition at the time the contract is accepted.

### 15. STOPPING WORK

The Engineer may stop, by written order, any work or any part of the work under the contract if the methods or conditions are such that unsatisfactory work might result, or if improper materials or procedure is being used or if the Contractor fails to comply with any contract requirement or with any provision of the contract specification, proposal or contract plans or with any State or Federal Law or regulation or the conditions of the project are considered to be sufficiently deficient as to seriously affect the safety of the public or the persons employed for the construction of the project, or major non-conformance with the maintenance and protection of traffic provisions in the contract is causing serious disruptions to traffic operations. The Contractor shall not be entitled to any additional monetary compensation for such a work stoppage. Any work completed in violation of a written stop order will not be paid for even if subsequently determined to be acceptable.

#### 16. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of the contract, the Owner, after three days' written notice to the Contractor, may without prejudice to any other remedy Contractor may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

#### 17. ABANDONMENT

If the Contractor shall abandon the work under this contract or if at any time the Engineer shall be of the opinion, and shall so certify to the Owner, that the work is unnecessarily delayed, or that the Contractor is violating any of the conditions of the contract, or executing same in bad faith, then at the option of the Owner, this contract may be declared null and void, the security forfeited, the materials delivered and built into the work shall become the property of the Owner. The Owner, may then, at its option, proceed to complete the work and increased costs and any damage to the Owner shall be deducted from the funds retained by the Owner and from any moneys realized from the value of the reverting material. If the contract is annulled as per this provision, the Contractor shall not be entitled to any damage on account thereof, or shall such annulment affect the right of the Owner to recover from the Contractor or its bondsmen, damages arising therefrom.

#### 18. UTILITIES

All known public and private utility installations within the contract limits are shown in their approximate existing locations on the Contract Plans. The Contractor is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the contract limits have been shown on the plans.

The relocation and adjustment of all privately owned utilities will be performed by the respective utility companies at their expense. It is imperative that the Contractor consult, cooperate and coordinate its work fully with the utility company.

The Contractor shall notify, in writing, any public utility, as well as the Engineer, at least five (5) days in advance of any work which may affect the utility or cause an interruption or disruption of utility service.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If service or utility lines not shown on the plans are encountered, excavation and grading shall be done with caution in order that these services not be disturbed until proper disposition of such is made by their owners.

The Contractor shall be responsible for any damage to utility lines caused by its operation.

#### 19. LINES AND GRADES

The necessary lines and bench marks will be given to the Contractor who will be responsible for the establishing of grades and the maintenance of lines.

#### 20. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury arising in connection with the contract. Contractor shall make good any such damage or injury, except such as may be directly due to errors in the contract's documents. Contractor shall adequately protect adjacent property as provided by law and the contract's documents.

#### 21. DISPOSITION OF SURPLUS MATERIALS

All excavated material shall become property of the Contractor. It shall be removed from the working areas as work proceeds. If the Contractor desires to deposit this surplus material upon private property, permission shall first be obtained from such property owner or owners.

#### 22. TRESPASSING ON PRIVATE PROPERTY

The General Contractor shall not invade or enter upon private property, lands, or buildings along the right-of-way, unless written permission is secured from the Owner. The Contractor will be held responsible for all damages done. Any such injury committed shall be satisfactorily repaired, or items replaced, at the Contractor's own expense. The Engineer will act to see that the General Contractor underwrites all expenses and damages so incurred. The Contractor may make arrangements to use private property for storage, etc.

#### 23. LAWS

All Town, County and State laws, ordinances and regulations limiting the operations of those engaged upon the work or affecting the materials used therein, must be complied with by the Contractor.

#### 24. PAYMENTS WITHHELD

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. A reasonable doubt that the contract can be completed for the balance then unpaid.
- D. Failure of the Contractor to make payments properly to subcontractor or for material or labor.
- E. Damage to another contractor.
- F. Failure to comply with "Contract Provisions" or any other requirements contained in this contract.

When all the above grounds are removed certificates shall at once be issued for amounts withheld because of them.

#### 25. LIENS

The final payment shall not become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as Contractor has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify Owner against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorney's fee.

#### 26. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and Contractor shall remedy any



defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the time of final payment. The Owner shall give notice of observed defects with reasonable promptness.

## 27. CONTRACTORS AND SUBCONTRACTORS INSURANCE

The Contractor shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until Final payment, the policies of insurance covering all operations under the contract whether performed by it or its subcontractors as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A -) or better or approved by the Owner. The Owner may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Contractor accompanied by the documentation required by 11 NYCRR §27.0 *et seq.*; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The Contractor shall deliver to the Owner evidence of such policies as the Owner deems necessary to verify that the required insurance is in effect.

**A. *Conditions Applicable to Insurance.*** All policies of insurance required by this agreement must meet the following requirements:

1. ***Coverage Types and Policy Limits.*** The types of coverage and policy limits required from the Contractor are specified in Paragraph B *Insurance Requirements* herein. General liability insurance shall apply separately on a per-job or per-project basis.
2. ***Policy Forms.*** Except as may be otherwise specifically provided herein or agreed in writing by the Owner, policies must be written on an **occurrence** basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.
3. ***Certificates of Insurance/Notices.*** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Owner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the Project Name. Certificates shall be mailed to the Engineer.

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon thirty (30) days' prior written notice to the Owner by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Owner, the Contractor shall deliver to the Owner within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

- a. Be signed by an authorized representative of the insurance carrier or producer and be acknowledged before a notary public.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- c. Specify the Additional Insureds and Named Insureds as required herein.
- d. Refer to the project name on the face of the certificate, and
- e. Expressly reference the inclusion of all required endorsements.

If at any time during the term of this contract, it shall come to the attention of the Owner that required insurance is not in effect or that adequate proof of insurance has not been provided, the Owner may, at its option:

- a. Direct the Contractor to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
  - b. May withhold further contract payments in accordance with Article 8 *No Payment Due to Contractor's Non-Compliance* of the contract agreement, or
  - c. Treat such failure as a breach or default of the contract.
4. ***Additional Insureds.*** All insurance policies required by these specifications, except workers' compensation and professional liability shall be endorsed to provide coverage to **"The Owner, AECOM USA and their agents or employees"** with respect to any claim arising from the Contractor's Work under this contract or as a result of the Contractor's activities. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form(s) that provides equivalent coverage.
5. ***Primary Coverage.*** All insurance policies, excepting workers' compensation, shall provide that the required coverage shall be primary as to any other insurance that may be available to the Owner for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities.
6. ***Waiver of Subrogation.*** As to every type and form of insurance coverage required from the Contractor, there shall be no right of subrogation against **the Owner, AECOM USA, its agents or employees.** To the extent that any of Contractor's policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.
7. ***Policy Renewal/Expiration.*** At least thirty (30) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Owner than the expiring policies shall be delivered to the Engineer in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices* above.

8. ***Self-Insured Retention/Deductibles.*** Contractors utilizing self-insurance programs are required to provide a description of the program for Engineer approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, Contractor or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or \$100,000.00, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Owner will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Contractor shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Contractor's deductible in a self-administered program exceeds the amount of the bid deposit, the Contractor shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Owner must be issued by a guarantor or surety with an AM Best Company rating of (A -) or better. If, at any time during the term of this agreement, the Owner, in its sole discretion, determines that the Contractor is not paying its deductible, it may require the Contractor to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Contractor.
9. ***Waiver of Indemnities.*** The Contractor waives any right of action it and/or its insurance carrier might have against the Owner (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of insurance that is required by this contract. The Contractor waives any right of action it and/or its insurance carrier might have against the Owner (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.
10. ***Subcontractor's Liability Insurance.*** In the event that any portion of the work described in this contract is performed by an approved subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Contractor shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.

**B. Insurance Requirements.** The types of insurance and minimum policy limits shall be as follows:

1. ***Workers' Compensation and Disability Insurance.*** As required by State Finance Law §142, the Contractor shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of

Contractor's employees. Contractor shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

2. ***Commercial General Liability Insurance.*** The Contractor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:
  - a. Coverage for contractual liability assumed by the Contractor insured under an insured contract (including the tort liability of another assumed in a business contract).
  - b. All insurance policies required by these specifications except workers' compensation and professional liability shall be endorsed to provide coverage to **"the Owner, AECOM USA, and their agents or employees"** using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.
  - c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.
  - d. Where contract work will be performed by unregistered off-road equipment, Contractor shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.
  - e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.
  - f. Explosion, Collapse and Underground Hazards coverage ("XCU") (*for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment*).
3. ***Commercial Automobile Insurance including liability and required coverage for New York*** (*applicable to any project where automobiles or other vehicles will be employed to complete the work*). In the event that automobiles are used in connection with Contractor's business or operations with the Owner, the Contractor shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Contractor's automobiles (including owned, hired and non-owned vehicles) on and around the

project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 each accident.

4. ***Umbrella or Excess Liability Insurance.*** The Contractor shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than \$5,000,000.00 per occurrence/ aggregate.
5. ***Special Protective and Highway Liability Policy.*** The Contractor shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the the Owner, AECOM USA and their agents or employees, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Contractor, including at the location of any of the work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 per occurrence and at least \$2,000,000.00 for each aggregate limit.
6. ***Contractor's Risks.*** The Contractor shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Owner be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Owner.
7. ***Professional Liability/ Errors and Omissions.*** (*applicable to professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.*) The Contractor shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate Owner for any claims or losses that occur because of Contractor's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000.00

subject to approval by Owner, such approval not to be unreasonably withheld, except that it is also agreed that Owner may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than \$5,000,000.00 per claim and not less than \$5,000,000.00 in the aggregate.

## 28. GENERAL MUNICIPAL LAW – SECTION 103

Sections 103-a and 103-b of the General Municipal Law of the State of New York as added by the Laws of 1959, Chapter 605, are incorporated herein by reference and made part of these General Conditions and the Contractor agrees to comply with and be bound by all terms, provisions and conditions of said Sections.

For reference purposes subsection 103-a of the General Municipal Law is included herein as follows:

### §103-a. Ground for cancellation of contract by municipal corporations and fire districts

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof on or after the first day of July, nineteen hundred

fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by the municipal corporation on or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

## **N.Y. STATE WAGE RATES**





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Montgomery County DPW

Edwin Twiss Jr., Project Manager  
AECOM USA, Inc.  
40 British American Blvd.  
1st Floor  
Latham NY 12110

Schedule Year 2022 through 2023  
Date Requested 02/21/2023  
PRC# 2023002033

Location Commons Road  
Project ID#  
Project Type Replacement of the bridge on Commons Road over Cayadutta Creek

### 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 2022 through June 2023. 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 12240



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

## **Introduction**

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

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

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

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

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

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

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

## **Hours**

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

## **Wages and Supplements**

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

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 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Montgomery County DPW

Edwin Twiss Jr., Project Manager  
AECOM USA, Inc.  
40 British American Blvd.  
1st Floor  
Latham NY 12110

Schedule Year 2022 through 2023  
Date Requested 02/21/2023  
PRC# 2023002033

Location Commons Road  
Project ID#  
Project Type Replacement of the bridge on Commons Road over Cayadutta Creek

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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





### **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 12240

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





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.

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/public-work-and-prevailing-wage>

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) 568-5156		

\* 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 12240

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

## Montgomery County General Construction

<b>Boilermaker</b>	<b>02/01/2023</b>
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### JOB DESCRIPTION Boilermaker

**DISTRICT 1**

#### ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

#### WAGES

Per hour	07/01/2022	01/01/2023	01/01/2024
		Additional	Additional
Boilermaker	\$ 39.34	+ \$1.30	+ \$1.30

#### SUPPLEMENTAL BENEFITS

Per hour	07/01/2022
Journeyman	\$ 25.65
	+ 1.24*

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

#### OVERTIME PAY

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

#### HOLIDAY

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

#### REGISTERED APPRENTICES

Wages per hour  
( 1/2 ) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.15	19.15	20.08	21.00	21.93	22.87	23.79	24.72
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

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

1-197

<b>Carpenter - Building</b>	<b>02/01/2023</b>
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### JOB DESCRIPTION Carpenter - Building

**DISTRICT 2**

#### ENTIRE COUNTIES

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

#### WAGES

Per hour:	07/01/2022	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional	Additional
Carpenter	\$ 34.00	\$ 1.25	\$ 1.25	\$ 1.25
Floor Coverer	34.00	1.25	1.25	1.25
Carpet Layer	34.00	1.25	1.25	1.25
Dry-Wall	34.00	1.25	1.25	1.25
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver-Dry Day	35.00	1.25	1.25	1.25
Diver Tender	35.00	1.25	1.25	1.25

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 80' no additional fee
  - 81' to 100' additional \$.50 per foot
  - 101' to 150' additional \$0.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

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

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.47

### OVERTIME PAY

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

\* Note - Saturday is also payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

### REGISTERED APPRENTICES

#### CARPENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96	\$ 14.96
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#### PILEDRIIVER/DOCK BUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*

\*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96
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#### LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96
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### ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Alb

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then 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

Wages per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 33.08	\$ 2.25*	\$2.25*

\*To be allocated at a later date

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.45

## OVERTIME PAY

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

## HOLIDAY

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

## REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

2-42AtSS

## Carpenter - Heavy&Highway

02/01/2023

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 2

## ENTIRE COUNTIES

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

## WAGES

Per hour	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter	\$ 37.52	\$ 3.75*	\$ 4.00*
Piledriver	37.52	3.75*	4.00*
Diver-Wet Day	62.52	3.75*	4.00*
Diver-Dry Day	38.52	3.75*	4.00*
Diver-Tender	38.52	3.75*	4.00*

\*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.80

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

**REGISTERED APPRENTICES**

**CAPRENTER APPRENTICES**

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

\$ 18.11	\$ 18.65	\$ 20.73	\$ 21.27	\$ 21.81
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**PILEDRIIVER/DOCKBUILDER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

\$ 18.11	\$ 18.65	\$ 21.27	\$ 21.81
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-291HH-Alb

**Electrician**

**02/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.  
Otsego: Only the Towns of Decatur and Worcester

## WAGES

Per hour

	07/01/2022	06/01/2023
Electrician	\$ 45.00	\$ 47.12
Audio/Sound	45.00	47.12
Video	45.00	47.12
Tele-Data	45.00	47.12
Solar/ Photovoltaic	45.00	47.12

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 29.24 +3% of wage	\$ 29.29 +3% of wage
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## OVERTIME PAY

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

\* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY 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 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

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%

For Projects Bid on or After 09/01/2019

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

## REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

Apprentices indentured on or before 12/31/2018



0-12 month term	\$ 14.66*
2-5th year term	29.24*

Apprentices indentured on or after 01/01/2019

0-12 month term	\$ 14.66*
2nd year term	23.52*
3rd year term	24.66*
4th year term	25.81*
5th year term	29.24*

\*Plus additional 3% of wage

1-236

## Elevator Constructor

02/01/2023

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

### ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

### PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida  
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

### WAGES

Per hour

07/01/2022

01/01/2023

Mechanic

\$ 50.78

\$ 53.02

Helper

70% of Mechanic  
Wage Rate

70% of Mechanic  
Wage Rate

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

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

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

### SUPPLEMENTAL BENEFITS

Per hour

07/01/2022

01/01/2023

Journeyman/Helper

\$ 36.885\*

\$ 37.335\*

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

### OVERTIME PAY

See (D, O) on OVERTIME PAGE

### HOLIDAY

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

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

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

### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

1-35

**Glazier**

**02/01/2023**

**JOB DESCRIPTION** Glazier

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

	07/01/2022	05/01/2023 Additional	07/01/2023 Additional
Glazier Base Wage	\$ 31.86	+\$1.80	
+ additional \$4.05 per hour for all hours worked, not subject to overtime/premium			
High Work Base Wage*	34.01		+\$1.55
+ additional \$4.05 per hour for all hours worked, not subject to overtime/premium			

(\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 21.75
Journeyman High Work	27.65

**OVERTIME PAY**

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

Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:	ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT
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**HOLIDAY**

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

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.60 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.05 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 18.08
2nd-4th term	21.75
Apprentice High Work	
1st term	21.28
2nd-4th term	27.65

**Insulator - Heat & Frost**

**02/01/2023**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

**WAGES**

Wages per hour	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Asbestos Worker*	\$ 38.40	+\$2.50	+\$2.00
Insulator*	38.40		
Firestopping Worker*	32.64		

(\*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 24.42

**OVERTIME PAY**

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

one year terms at the following percentage of Journey person's wage.

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

Supplemental Benefits per hour worked:

Apprentices \$ 24.42

1-40

**Ironworker**

**02/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

**WAGES**

Wages	07/01/2022
Per hour	

Ornamental	\$ 33.50
Reinforcing	33.50
Rodman	33.50
Structural & Precast	33.50
Mover/Rigger	33.50
Fence Erector	33.50
Stone Derrickman	33.50
Sheeter	33.75
Curtain Wall Installer	33.50
Metal Window Installer	33.50

## SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPERSON \$ 31.14

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%
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## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

## REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2022

1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50

Supplemental Benefits per hour worked

1st year	\$ 11.78
2nd year	23.73
3rd year	25.42
4th year	27.13

1-12

## Ironworker

02/01/2023

**JOB DESCRIPTION** Ironworker

**DISTRICT** 7

## ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

## PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, Stratford.

Hamilton: Only the Townships of Aretta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and Village of Cooperstown.

## WAGES

Per hour: 07/01/2022

Structural/Reinforcing	\$ 31.25
Mach. Mover/Ornamental	31.25
Stone Derrickman	31.25
Chain Link Fence	31.25
Sheeter Ironworker	31.25
Pre-Engineered Building	31.25
Window Erector	31.25
Precast Erector	31.25
Welder	31.25

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.50

# **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

# **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

# **REGISTERED APPRENTICES**

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 19.50
1501-3000hrs	21.50
3001-4500hrs	23.50
4501-6000hrs	25.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 12.78
1501-3000hrs	20.87
3001-4500hrs	22.02
4501-6000hrs	23.18

7-440

# **Laborer - Building**

02/01/2023

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

# **ENTIRE COUNTIES**

Schenectady, Schoharie

# **PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

# **WAGES**

Per hour

07/01/2022	07/01/2023
	Additional

Group #1:

All Classifications except as noted in Groups 2 & 3	\$ 34.54	+ \$2.35
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Group #2:

Blaster, Drilling equipment  
only where a separate air  
compressor unit supplies power,  
Metal formsetter (sidewalk),  
Well pointing & Laser  
operator

\$ 35.04

Group #3:

Handling of Asbestos  
or Toxic Materials

\$ 35.89

# **SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 23.11

# **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

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices	07/01/2022 \$ 23.11
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1-157

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**Laborer - Building****02/01/2023**

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**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Hamilton, Herkimer, Madison, Oneida

**PARTIAL COUNTIES**

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

**WAGES**

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour:	07/01/2022	07/01/2023
Building Laborer:		Additional
Group # 1	\$ 27.40	+ \$3.10
Group # 2	27.55	
Group # 3	27.80	
Group # 4	27.90	
Group # 5	28.90	
Group # 6	28.90	

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2022
All groups	\$ 24.69

**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

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices	07/01/2022 \$ 24.69
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1-190z2B

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**Laborer - Heavy&Highway****02/01/2023**

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**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

## WAGES

### GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

### GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

### GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

### GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

### GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2022	07/01/2023 Additional
Group # A	\$ 36.60	\$ 3.50
Group # B	36.80	
Group # C	37.00	
Group # D	37.20	
Group # E	39.10	

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

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

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

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 25.99

## 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 celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

## REGISTERED APPRENTICES

Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices  
07/01/2022  
\$ 25.99

1-157h/h

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Hamilton, Herkimer, Madison, Oneida

**PARTIAL COUNTIES**

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

**WAGES**

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour:	07/01/2022	07/01/2023 Additional
Heavy/Highway Laborer:		
GROUP # A	\$ 35.15	\$ 3.50
GROUP # B	35.35	
GROUP # C	35.55	
GROUP # D	35.75	
GROUP # E	37.65	

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 27.44

**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 celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

**REGISTERED APPRENTICES**

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 27.44

1-190z2H/H

**Laborer - Tunnel**

**02/01/2023**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**



## ENTIRE COUNTIES

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

## 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

Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.

Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger

Per Hour

07/01/2022

\*For projects bid on or after May 1, 2019

Class 1	\$ 43.50
Class 2	45.50
Class 4	47.75
Class 5	38.25

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

\*For projects bid on or before April 30, 2019

Class A	\$ 40.80
Class B	41.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 2.00 an hour.

## SUPPLEMENTAL BENEFITS

Per hour

\*For projects bid on or after May 1, 2019

Journeyman	\$ 27.50
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\*For projects bid on or before April 30, 2019

Journeyman	\$ 26.75
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## OVERTIME PAY

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

## HOLIDAY

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

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

Note: If the holiday falls on a Sunday, it will be celebrated on Monday.

If the holiday falls on a Saturday, it will be celebrated on Friday.

## 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.

1-190/157T

## Lineman Electrician

02/01/2023

**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:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	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	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	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	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	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	\$ 58.51	\$ 59.91	\$ 61.41
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Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	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 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

### OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for 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:

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

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

**Lineman Electrician - Teledata****02/01/2023****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).

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

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

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

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

**SUPPLEMENTAL BENEFITS**

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

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting****02/01/2023****JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting**DISTRICT 6****ENTIRE COUNTIES**

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

**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 #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	48.19	49.32	50.54
Certified Welder	50.60	51.79	53.07
Digging Machine	43.37	44.39	45.49
Tractor Trailer Driver	40.96	41.92	42.96
Groundman, Truck Driver	38.55	39.46	40.43
Equipment Mechanic	38.55	39.46	40.43
Flagman	28.91	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90	\$ 29.40	\$ 30.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for 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:

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

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

6-1249a-LT

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**Lineman Electrician - Tree Trimmer****02/01/2023**

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**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:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

\*NOTE- Rate effective 12/31/2022: \$14.20

**SUPPLEMENTAL BENEFITS**

Per hour worked (but also required on non-worked holidays):

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

Paid: See (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

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**Mason - Building****02/01/2023**

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**JOB DESCRIPTION** Mason - Building

**DISTRICT 12**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

## WAGES

Per hour 07/01/2022

Tile/Marble/Terrazzo

Setter	\$ 36.71
Finisher	28.61

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

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

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.43
Journeyman Finisher	18.52

## 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

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2022

Setter:	
1st term 0-500 hrs	\$ 12.68
2nd term 501-1500 hrs	12.68
3rd term 1501-2500 hrs	17.05
4th term 2501-3500 hrs	17.05
5th term 3501-4500 hrs	19.24
6th term 4501-6000 hrs	21.43

Finisher:	
1st term 0-500 hrs	\$ 11.97
2nd term 501-1500 hrs	11.97
3rd term 1501-2500 hrs	15.24
4th term 2501-3700 hrs	15.24

12-2TS.1

## Mason - Building

02/01/2023

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

## ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

## PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

## WAGES

Per hour 07/01/2022

Bricklayer	\$ 39.54
Cement Mason(Bldg)	39.54
Plasterer/Fireproofing*	39.54
Pointer/Caulker/Cleaner	39.54
Stone Mason	39.54
Acid Brick	40.04

(\*)Fireproofing of Structural only.

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

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

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.63
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## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

## REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms	\$ 22.63
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12-2b.1

## Mason - Heavy&Highway

02/01/2023

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

## ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

## PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

## WAGES

Per hour 07/01/2022

Mason & Bricklayer	\$ 40.76
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Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 21.48
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## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE



Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

## REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 12.98
All Other	21.48

12-2hh.1

## Millwright

02/01/2023

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2022

Millwright - Power Generation \$ 41.23

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

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 26.72\*

\*NOTE: Subject to OT premium

### OVERTIME PAY

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

\*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

### REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder \$ 1.75

Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.83
Appr. 2nd year	22.26
Appr. 3rd year	23.74
Appr. 4th year	25.24

6-1163Power

**Millwright**

**02/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour: 07/01/2022

Building	\$ 35.84
Heavy & Highway	37.84

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 25.41
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**OVERTIME PAY**

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

\*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:	
1st term	\$ 11.93
2nd term	21.37
3rd term	22.72
4th term	24.06

2-1163.1

**Operating Engineer - Building**

**02/01/2023**

**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:**

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom trucks over 5 tons.

**CLASS A:**

Shovel, all Excavators (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:**

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, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* 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

	07/01/2022
Class # A1	\$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2022
Journeyman	\$ 30.55

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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.  
Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

## 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

All terms \$ 25.85

1-158 Alb

## Operating Engineer - Heavy&Highway

02/01/2023

**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 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), 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), Scraper, 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-Blaster (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), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (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

07/01/2022

Master Mechanic	\$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift 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.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person	\$ 30.75
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**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 celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with 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

All Terms	\$ 26.15
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1-158H/H Alb

**Operating Engineer - Survey Crew**

**02/01/2023**

**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.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 28.05
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#### **OVERTIME PAY**

See (B, E, P, \*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 the Percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

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

02/01/2023

**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.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

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 \$ 28.05

### 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:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

### Operating Engineer - Tunnel

02/01/2023

**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, Schenectady, 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 Poughkeepie, 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); Scarifier (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 Insertor (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: 07/01/2022

Master Mechanic	\$ 52.60
CLASS A	50.19
CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

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 to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

#### SUPPLEMENTAL BENEFITS

Per hour:	\$ 23.70
	+ 9.35*

\* 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**

**02/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT** 1

#### ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington



## WAGES

Per hour

	07/01/2022	05/01/2023 Additional
Painter\Wallcovers	\$ 30.79**	\$ 1.50
Drywall Finishers	30.79**	
Spray Rate	30.79**	
Structural Steel*	31.79**	
Lead Abatement	31.79**	
Lead Abatement on Structural Steel	32.79**	

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

(\*\*) Plus Additional \$1.00 per hour not subject to Overtime/Premiums

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

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

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

## SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 18.95

## OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS \$1.00 TO APPLICABLE RATE\*

\*Additional \$1.00 is Not Subject to Overtime

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

## REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journey person's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 18.95

1-201-P

## Painter - Bridge & Structural Steel

02/01/2023

**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:

	07/01/2022	10/01/2022
Bridge Painting:	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

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

#### SHIFT WORK:

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 10.90	\$ 11.78
+ 30.60*	+ 30.75*

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

#### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.20 + 3.86	\$ 21.80 + 4.04
2nd year	\$ 31.80 + 5.78	\$ 32.70 + 6.06
3rd year	\$ 42.40 + 7.70	\$ 43.60 + 8.08
Supplemental Benefits - Per hour:		
1st year	\$ .25 + 12.24	\$ .25 + 12.34
2nd year	\$ 10.90 + 18.36	\$ 10.90 + 18.51
3rd year	\$ 10.90 + 24.48	\$ 10.90 + 24.68

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

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**02/01/2023**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

**ENTIRE COUNTIES**

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

## WAGES

Per hour:

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

Linerman Thermoplastic	38.34
------------------------	-------

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour paid:

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

## OVERTIME PAY

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

## HOLIDAY

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

## REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

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

8-1456-LS

## Painter - Metal Polisher

02/01/2023

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

## WAGES

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

\*Note: Applies on New Construction & complete renovation

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

## SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
-----------	------------

Journeyworker:	
All classification	\$ 11.24

## OVERTIME PAY

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

## HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour:

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

07/01/2022

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

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

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

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

## Plumber

02/01/2023

**JOB DESCRIPTION** Plumber

**DISTRICT** 1

## ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

## PARTIAL COUNTIES

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

## WAGES

Per hour:

07/01/2022

05/01/2023

Additional

Plumber:		
Pipefitter, Steamfitter	\$ 48.30	\$ 2.80

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 27.74
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## OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

## HOLIDAY

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

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

## REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th	5th
\$ 22.01	\$ 26.79	\$ 31.57	\$ 36.35	\$ 43.52

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms \$ 27.74

Apprentices Indentured on or after May 1st, 2019

Terms 1-4 22.54

Terms 5 27.74

1-7-SF

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**Roofer****02/01/2023**

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**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

**WAGES**

Per hour

07/01/2022

07/01/2023

Additional

Roofer/Waterproofer \$ 33.55

\$ 2.50

Asphalt Cold Process 34.05

Fluid Applied Roof 34.05

Pitch & Asbestos 35.55

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 22.02

**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 any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 58% + \$3.00

1500 hrs.

2nd Term 74% + \$3.00

1 yr. and 1500 hrs. as 1st term.

3rd Term 90%

1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term \$ 17.44

2nd Term 17.87

3rd Term 21.35

1-241

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**Sheetmetal Worker****02/01/2023**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 1**

## ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

## WAGES

Per hour

	07/01/2022	06/01/2023 Additional
Sheetmetal Worker	\$ 36.50	\$ 2.45

All work requiring HAZWOPER Training additional \$1.00 per hour

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 35.73

## OVERTIME PAY

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

## HOLIDAY

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

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

## REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 20.27
2nd term	21.97
3rd term	22.83
4th term	23.68
5th term	22.40
6th term	23.51
7th term	25.37
8th term	27.22
9th term	29.08
10th term	30.93

Supplemental Benefits per hour

1st term	\$ 22.06
2nd term	22.67
3rd term	22.98
4th term	23.42
5th term	30.01
6th term	30.46
7th term	31.21
8th term	31.97
9th term	32.72
10th term	33.47

1-83

## Sprinkler Fitter

02/01/2023

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

## ENTIRE COUNTIES

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

## WAGES

Per hour 07/01/2022

Sprinkler \$ 38.15  
Fitter

### SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 27.68

### 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
\$ 18.30	\$ 20.34	\$ 22.12	\$ 24.15	\$ 26.19	\$ 28.22	\$ 30.25	\$ 32.29	\$ 34.32	\$ 36.35

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01

1-669

### Teamster - Building

02/01/2023

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 1**

### ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

### PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

### WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

07/01/2022

Group A \$ 29.02  
Group B 29.32

### SUPPLEMENTAL BENEFITS

Per hour 07/01/2022

Journey person \$ 27.54

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

### Teamster - Heavy&Highway

02/01/2023

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 1**

## ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

## PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

## WAGES

### GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

### GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

### GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

### GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

### GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2022	07/01/2023
Group #1	\$ 34.90	\$ 37.59
Group #2	34.96	37.65
Group #3	35.05	37.74
Group #4	35.18	37.87
Group #5	35.34	38.03

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

\$ 27.32	\$ 28.13
+\$1.00 per*	+\$1.00 per*
hour worked	hour worked

(\*) not applicable to paid holidays

## OVERTIME PAY

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

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

**Welder**

**02/01/2023**

**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 07/01/2022

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## 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 12240

**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
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance 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://applications.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    02/13/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

**NYSDOL Bureau of Public Work Debarment List 02/13/2023**

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DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

**NYSDOL Bureau of Public Work Debarment List    02/13/2023**

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE 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 VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002

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DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 11444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026

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DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

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DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023



## **TECHNICAL PROVISIONS**

## TECHNICAL PROVISIONS

### **A. SCOPE OF WORK**

The intent of this project and the work of the Contractor is to replace the bridge on Commons Road over the Cayadutta Creek. The scope and complete details of the work to be performed is outlined on the plans and specifications and generally described as follows:

1. Provide the necessary maintenance and protection of traffic in accordance with the contract documents.
2. Install temporary soil erosion and sediment control measures as shown on the plans and/or A.O.B.E.
3. Form and pour, placement #1 and #2.
4. Remove existing superstructure and portions of the existing abutments as indicated in the Contract documents, or as approved by the engineer. Refer to Note 3 on Sheet # 17.
5. Form and pour remainder of new conventional abutments.
6. Place and compact select structure fill.
7. Install new prestressed concrete box beam units.
8. Pour concrete deck and approach slabs.
9. Install new bridge, transition, and approach railing.
10. Perform all remaining work as shown on the plans including but not limited to applying protective sealing to the abutments, concrete deck, and approach slabs, sawcut grooving of the concrete deck and approach slabs, and placing topsoil and seed.
11. Open bridge to traffic & clean up A.O.B.E.

## **B. REQUIRED TESTING SERVICES**

### **1. Concrete Testing**

The Contractor shall have concrete cylinders casted and tested by an independent testing laboratory in accordance with the NYSDOT Standard Specifications.

The Contractor shall furnish all concrete for testing, all test molds including test cylinder molds and be responsible for the storage and transportation of test specimens. Unless otherwise noted, the Contractor will pay the cost of all testing. Three (3) copies of all laboratory test reports shall be furnished to the Engineer.

The Contractor may elect to have additional concrete cylinders casted and tested, in sets of two, in those instances where it is desired to obtain concrete strength results at times earlier than the normal 28 day period.

### **2. Concrete Mix Design**

The Contractor shall be responsible for providing the Engineer a concrete mix design 14 Calendar Days prior to the first scheduled concrete pour. No concrete shall be placed without an approved concrete mix design.

### **3. Soil Compaction Testing**

The Contractor shall employ whatever mechanical means necessary to fully compact the fill materials to the proper Proctor density. The Contractor shall employ the services of an independent soil compaction testing firm to monitor the backfill operations on a full time basis for all fill operations. Compaction tests and control methods shall be in accordance with the NYSDOT Construction Supervision Manual. The Cost for this full time compaction inspection shall be included in the various items of the Contract. Three (3) copies of all laboratory test reports shall be furnished to the Engineer.

## **C. STREAM STANDARDS**

It is anticipated that the Contractor will conduct his operation to avoid impacting the adjacent Cayadutta Creek. No permits have been obtained for this project. It is the Contractors responsibility to secure any and all necessary permits and/or approvals for in-stream work, if required based on their planned means and method for demolition activities.

#### **D. MAINTENANCE OF TRAFFIC**

The bridge will be closed to vehicular traffic for the duration of the projects. The Contractor will be responsible for all signs, barriers, and barricades at the bridge sites as indicated on the plans so as to protect the public from damage to person and property throughout the duration of the Contract.

The County shall install and maintain any required signs on the roads leading to the project sites so as to notify the public that the bridges will be closed to traffic.

#### **E. ELEVATIONS AND DETAILS**

Elevations, dimensions and details are provided to assist the Contractor. They are not guaranteed, which means that they must be verified at the bridge site. The Contractor must work with the Engineer to fulfill the intent of these Contract Documents.

#### **F. CONTROLS**

Materials and workmanship shall be in accordance with current AASHTO Standard Specifications for Highway Bridges, New York State Steel Construction Manual, and New York State Department of Transportation Standard Specifications dated January 1, 2023, and any addendum.

#### **G. WORK OUTSIDE OF RIGHT-OF-WAY**

The Contractor shall be responsible for obtaining permission from the County for locations to be used to store materials or dispose of materials within the right-of-way. The Contractor shall obtain the written permission of private property owners prior to utilizing any areas out of the right-of-way to store materials or dispose of materials, and shall furnish copies of said written permission to the Engineer. Failure to furnish said written permission shall result in no payment for the affected item.

#### **H. PROJECT LOCATION**

The project is located over the Cayadutta Creek on Commons Road (BIN 3309970) in the Town of Mohawk, Montgomery County, New York.

## **GENERAL REQUIREMENTS FOR MATERIALS**

## **GENERAL REQUIREMENTS FOR MATERIALS**

All materials used in the work shall meet the quality requirements described in Section 700 of the New York State Department of Transportation Standard Specifications Construction and Materials dated January 1, 2023, unless the same are altered by specific requirements under any itemized specification or by notes shown upon the plans, or in the proposal.

It shall be the responsibility of the Contractor to advise the County of the sources of proposed materials sufficiently in advance of their use so that proper tests may be made. A sieve analysis shall be submitted to the Engineer for all fill items required on this project.

Immediately upon award of the contract, the Contractor shall furnish in writing to the County the sources of supply, types of all items and kinds of materials which he proposes to use in the work. No change shall be made in the sources of supply or kinds of materials or in the type of any item except upon written approval by the County.

Unless otherwise designated, when a reference is made in these specifications to a specification or test designation either of the AASHTO, ASTM, Federal Specifications, or any other recognized non-proprietary national organization, it shall mean the specification or test method (including Interim AASHTO and Tentative ASTM) which is current on the date of advertisement for bids.

Unless otherwise designated, when a reference is made in the " Manual of Uniform Traffic Control Devices " it shall mean the edition, as amended, which is current on the date of advertisement for bids.

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection, shall be immediately removed from the site of work. Materials shall be so stored as to insure the preservation of their quality and fitness for work. Stored materials, even though accepted before storage, shall be inspected prior to their use in the work and shall meet the requirements of the contract at the time of their use.

### **SHOP DRAWINGS**

Items Requiring Shop Drawings:

555.97010016	CONCRETE FOR STRUCTURES, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
555.97020016	FOOTING CONCRETE, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
557.0503	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOM FORMWORK NOT REQUIRED - TYPE 3 FRICTION
557.2003	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 3 FRICTION
563.020001MC	PRESTRESSED CONCRETE BOX BEAMS UNITS

565.1923	TYPE E.L. BEARINGS (112 TO 168K)
568.54	STEEL BRIDGE RAILING (THREE RAIL)
568.70	TRANSITION BRIDGE RAILING

Shop drawings for the items specified above must be submitted to the Engineer for approval. The Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any other Contractor, four copies of all shop drawings required and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with him corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings shall not relieve the contractor from responsibility for deviation from drawings or specifications, unless he has in writing called the Engineers attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings.

### **MATERIAL CERTIFICATIONS**

Items requiring Material Certification:

207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN
209.13	SILT FENCE (TEMPORARY)
407.0102	DILUTED TACK COAT
555.97010016	CONCRETE FOR STRUCTURES, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
555.97020016	FOOTING CONCRETE, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
557.0503	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOM FORMWORK NOT REQUIRED - TYPE 3 FRICTION
557.2003	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 3 FRICTION
559.01	PROTECTIVE SEALING OF STRUCTURAL CONCRETE
559.02	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS
565.1923	TYPE E.L. BEARINGS (112 TO 168K)
568.54	STEEL BRIDGE RAILING (THREE RAIL)
568.70	TRANSITION BRIDGE RAILING
606.10	BOX BEAM GUIDE RAILING
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)
606.120101	BOX BEAM END PIECE
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA

606.18	WEAK-POST, CORRUGATED BEAM GUIDE RAIL
606.8101	GUIDE RAIL TRANSITION WEAK-POST CORRUGATED BEAM TO BOX BEAM GUIDE RAIL (ONE OR TWO-WAY OPERATION)
610.1403	TOPSOIL-LAWNS
610.1602	TURF ESTABLISHMENT - LAWNS

Procedures for Material Certifications:

A Material Certification is required for each actual delivery of material to the site. The certification shall include the following information:

- 1) Material name and Item number
- 2) Contractor's name and job location
- 3) Manufacturer's name, address and telephone number.
- 4) Certification from the manufacturer that the materials comply with the appropriate specifications. Also there shall be a statement as to domestic origin.
- 5) Certification must be signed by a person who will legally bind the company indicated by a statement or title of his position in the company.
- 6) Quantity being shipped.

It shall be the responsibility of the Contractor to advise the Engineer of the sources of proposed materials sufficiently in advance of their use, so that proper tests may be made. Immediately upon award of the contract, the Contractor shall furnish, in writing to the Engineer, the sources of supply, types of all items, and kinds of materials which it proposes to use in the work. No change shall be made in the sources of supply or kinds of materials, or in the type of any items without written approval of the Engineer.

All materials and products proposed to be used in construction may be inspected, sampled, and tested by the Owner or its designated representative. The expense of all such testing, inspection, and sampling shall be paid for by the Contractor unless specifically excluded elsewhere in the Contract Documents.

Unless otherwise directed by the Engineer, no materials shall be used until the Engineer in charge of the contract gives acceptance of that material, and such material shall be used only so long as the quality remains equal to that of the accepted sample. This initial acceptance of a material shall in no way preclude further examination and testing of a material at any time the Engineer suspects that the material is no longer properly represented by the accepted sample. The acceptance at any time of any material shall not bar its future rejection if it is subsequently found to be defective in quality or uniformity.

The United States Standard Screen Sieves meeting ASTM E11 shall be used on all materials requiring gradation tests.



## **MATERIALS REQUIRING DELIVERY TICKETS**

### **Items Requiring Delivery Tickets**

203.03	EMBANKMENT IN PLACE
203.21	SELECT STRUCTURE FILL
304.12	SUBBASE COURSE, TYPE 2
404.128301	12.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION
404.378901	37.5 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION
407.0102	DILUTED TACK COAT
555.97010016	CONCRETE FOR STRUCTURES, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
555.97020016	FOOTING CONCRETE, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
557.0503	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOM FORMWORK NOT REQUIRED - TYPE 3 FRICTION
557.2003	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 3 FRICTION
610.1403	TOPSOIL-LAWNS
610.1602	TURF ESTABLISHMENT - LAWNS

### **Procedure for Delivery Tickets:**

All deliveries to the site for the above referenced items shall be accompanied by a delivery ticket.

The delivery ticket shall include the following information:

- 1) Material Name
- 2) Contractor's name and job location.
- 3) Supplier name, address, and telephone number.
- 4) Quantity being delivered.

## **ADDITIONAL SUBMITTALS**

### **Items Requiring Approval:**

Demolition Plan

Erection Drawings

Health and Safety Plan

Location of Disposal Area

Soil Erosion and Control Plan

Concrete Mix Design

Sieve Analysis for Subgrade Materials

Sieve Analysis for Fill Materials

## **SUPPLEMENTAL SPECIFICATIONS**

## **APPLICABLE N.Y.S. D.O.T. ITEMS**

The following items will be utilized as specified in the New York State Department of Transportation "Standard Specifications Construction and Materials" dated January 1, 2023 with all addenda, except as noted on the contract plans or as amended herein.

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>
201.06	CLEARING AND GRUBBING
202.120001	REMOVING EXISTING SUPERSTRUCTURES
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL
203.03	EMBANKMENT IN PLACE
203.21	SELECT STRUCTURE FILL
206.01	STRUCTURE EXCAVATION
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN
209.13	SILT FENCE (TEMPORARY)
304.12	SUBBASE COURSE, TYPE 2
404.000011	PLANT PRODUCTION QUALITY ADJUSTMENT TO ASPHALT ITEMS
404.128301	12.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION
404.378901	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION
407.0102	DILUTED TACK COAT
*555.97010016	CONCRETE FOR STRUCTURES, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
*555.97020016	FOOTING CONCRETE, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
557.0503	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOM FORMWORK NOT REQUIRED - TYPE 3 FRICTION
557.2003	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 3 FRICTION
558.02	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE
559.01	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE, DECKS, AND BRIDGE DECK OVERLAYS
*563.020001MC	PRESTRESSED CONCRETE BOX BEAMS UNITS
565.1923	TYPE E.L. BEARING (112 TO 168K)
568.51	STEEL BRIDGE RAILING (FOUR RAIL)
568.70	TRANSITION BRIDGE RAILING
580.01	REMOVAL OF STRUCTURAL CONCRETE
586.0201	DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS
*586.97000001	DRILLING AND INSTALLATION OF WEEP DRAINS
606.10	BOX BEAM GUIDE RAILING
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)
606.120101	BOX BEAM END PIECE
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA
606.18	WEAK-POST, CORRUGATED BEAM GUIDE RAIL
*606.65000004	REMOVE, TRANSPORT AND STORE TEMPORARY PRECAST CONCRETE BARRIER
*606.71000015	REMOVE AND DISPOSE OF CORRUGATED BEAM GUIDE RAILING AND STORE POSTS
606.8101	GUIDE RAIL TRANSITION WEAK-POST CORRUGATED BEAM TO BOX BEAM

	GUIDE RAIL (ONE OR TWO-WAY OPERATION)
610.1403	TOPSOIL-LAWNS
610.1602	TURF ESTABLISHMENT - LAWNS
619.01	BASIC WORK ZONE TRAFFIC CONTROL
619.04	TYPE III CONSTRUCTION BARRICADES
619.1711	TEMPORARY POSITIVE BARRIER – CATEGORY 1 (PINNING PROHIBITED)
619.1719	WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS
625.01	SURVEY OPERATIONS
*627.50140008	CUTTING PAVEMENT
647.41	REMOVE AND STORE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)
698.04	ASPHALT PRICE ADJUSTMENT
698.05	FUEL PRICE ADJUSTMENT
699.040001	MOBILIZATION

\* These items have been provided as a supplement to the NYSDOT Standard Specifications.

**ITEM 555.97010016 - CONCRETE FOR STRUCTURES, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)**

**ITEM 555.97020016 - FOOTING CONCRETE, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)**

**DESCRIPTION:**

This work shall consist of furnishing and placing Class HP concrete for structures, including steel reinforcement as indicated in the contract documents or as directed by the Engineer.

**MATERIALS:**

All the material requirements of §555-2 and §556-2 shall apply.

**CONSTRUCTION DETAILS:**

If placement details and bar lists are not included in the contract plans, then the following provisions apply:

1. The Contractor shall submit a minimum of two copies of the bar lists and placement drawings showing the bar locations to the Engineer. The details of the bar list drawing and placement shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's publication Reinforcing Bar Detailing. Drawings submitted for the review process the same size and layout as the Plans. Electronic submission is required. Drawings and bar lists shall be clear and legible.
2. The Engineer will transmit the documents to the designer for review for conformance with the design requirements and in accordance with §105-16. The designer will not check lengths, number of bars, weights or bar marks. Corrections will be returned to the Contractor. A review time of two days per placement drawing submitted with a minimum of 15 days for each submission will be allowed upon receipt of the submission. When the documents are satisfactory they will be returned to the Contractor stamped "Approved in Conformance with Design Requirements". The Contractor shall supply the Engineer with five (5) copies of the approved documents. No reinforcement shall be placed until copies of the approved documents are received by the Engineer.
3. Construction details for reinforcing steel shall meet the requirements of §556-3. The reinforcement shall be of the type indicated in the contract documents.
4. Partial submissions that require coordination with other drawings will not be accepted.
5. All the provisions of §555-3 shall apply.

**METHOD OF MEASUREMENT:**

All the provisions of §555-4 shall apply. Separate measurement of the bar reinforcement will not be made.

**BASIS OF PAYMENT:**

All the provisions of §555-5 shall apply, except that bar reinforcement will be included. No separate payment will be made for reinforcement.

## ITEM 563.020001MC – PRESTRESSED CONCRETE BOX BEAM UNITS

### **DESCRIPTION:**

All provisions of Section 563, including current modifications or additions, shall apply with the following additions:

### **SECTION 563-5 BASIS OF PAYMENT:**

*Add* the following:

The Contractor shall submit design calculations for the prestressed concrete box beam units.

The box beam units shall be designed to accommodate the following:

- a. Dead Load, including a HP concrete deck wearing surface, thickness as specified on the contract plans.
- b. Superimposed Dead Load, including bridge railing as specified on the contract plans.
- c. Live Load, HL-93 with impact.
- d. Camber, as shown on the Contract Plans. If camber supplied under beam self-weight differs from that specified on the contract plans, the contractor shall be responsible for providing revised design calculations and load ratings to the engineer which include modification to loadings due to changes to the concrete deck thickness. No additional payment will be made for this work.
- e. Allowance for a future wearing surface of 0.020 ksf.

The design calculations shall be certified by a Professional Engineer, licensed in the State of New York, and shall be submitted to the Engineer for his review and approval.

The Engineer shall also provide:

1. **Calculations including the inventory and operating ratings for both interior and fascia beams and a summary sheet stating these load ratings. Ratings shall be provided in both LRFR and LFD. Both interior and fascia beams shall have on LRFR Inventory Rating Factor of 1.2 or greater for the as-built condition.**
2. Sign, date and seal all design calculations and plans.
3. Furnish a signed and notarized statement with all design calculations and plans certifying that they have reviewed (1) these specifications and (2) all applicable design and material standards, and that the design and plans for this project meet or exceed (1) these specifications and (2) such standards.

## **ITEM 563.020001MC – PRESTRESSED CONCRETE BOX BEAM UNITS**

The Design shall be in accordance with the NYSDOT Design Standards and Specifications and AASHTO Specifications.

**Payment will be made under:**

<b>Item No.</b>	<b>Item</b>	<b>Pay Unit</b>
563.020001MC	Prestressed Concrete Box Beam Units	Square Feet

## **ITEM 586.97000001 - DRILLING AND INSTALLATION OF WEEP DRAINS**

### **DESCRIPTION:**

Under this item the Contractor will be required to drill holes through existing walls and install and seal a weep pipe as detailed in the plans or proposal. /the locations shall be shown on the plans or as ordered by the Engineer.

### **MATERIALS:**

Pipe and pipe cap shall consist of Polyvinyl Chloride (PVC), Schedule 40, or as approved by the Engineer.

Geotextile Underdrain shall be non-woven and conform to Subsections 207-1 and 207-2.

Silicone sealant shall be of quality and packaging that will allow installation as detailed and approved by the Engineer.

Jute shall be of sufficient diameter to securely hold the PVC pipe in position and prevent loss of silicone sealant.

### **CONSTRUCTION DETAILS:**

A core hole shall be drilled horizontally through the wall to the diameter shown on the plans or details. The wall backfill shall be reamed out with a pipe or bar sufficiently to allow installation of the weep pipe into the backfill material as detailed. The PVC pipe shall be slotted or drilled, wrapped in geotextile and capped with as oversized end cap and installed flush to the face of the wall. The pipe shall be centered in the hole with jute and the annular space sealed with silicone sealant as shown on the plans or details.

### **METHOD OF MEASUREMENT:**

The quantity paid for this item shall be the number of linear feet of wall drilled to install weep drains. Measurement shall be made by measuring the cores removed from the wall or as measured from the face of wall to the wall backfill material. No extra payment shall be made for the extra length of PVC pipe and Geotextile needed to install the weep drain.

### **BASIS OF PAYMENT:**

The unit price bid per linear foot for this work shall include the cost of furnishing all labor, equipment and materials necessary to complete the work.



## **ITEM 606.65000004 – REMOVE, TRANSPORT AND STORE TEMPORARY PRECAST CONCRETE BARRIER**

### **DESCRIPTION**

All the provisions for *removing and storing Precast Concrete Barrier* in Standard Specification section 606 – *Guide Railing, Median Barrier, and Concrete Barrier* shall apply, except for the following modifications:

### **MATERIALS**

None specified.

### **CONSTRUCTION DETAILS**

Precast Concrete Barrier removed shall become the property of the State and shall be transported by the Contractor to a site shown in the Contract Documents. This site will be no more than 30 miles (one way) outside the nearest contract limit.

The Department will ensure that the delivery site is accessible to the Contractor during approved hours in which Precast Concrete Barrier removal operations are conducted. The Contractor shall provide at a minimum two business days' notice to the Residency before transporting any barrier.

### **METHOD OF MEASUREMENT**

606-4.06 *Removing and Storing Guide Railing, Median Barrier and Precast Concrete Barrier* shall apply. Work will be measured by linear feet.

### **BASIS OF PAYMENT**

606-5.03 *Resetting; Removing and Storing; Removing and Disposing; of Guide Railing, Median Barrier and Concrete Barrier* shall apply.

**ITEM 606.70000015 - REMOVE AND DISPOSE OF CABLE GUIDE RAIL AND STORE POSTS**

**ITEM 606.71000015 - REMOVE AND DISPOSE OF CORRUGATED BEAM GUIDE RAIL AND STORE POSTS**

**ITEM 606.72000015 - REMOVE AND DISPOSE OF CORRUGATED BEAM MEDIAN BARRIER AND STORE POSTS**

**ITEM 606.73000015 - REMOVE AND DISPOSE OF BOX BEAM GUIDE RAIL AND MEDIAN BARRIER AND STORE POSTS**

**DESCRIPTION.** Under these items, the Contractor shall remove existing guide rail or median barrier from the locations shown on the plans or indicated by the Engineer. Usable posts, usable fasteners designated in the Contract Documents and usable hardware designated in the Contract Documents shall be stored on-site at locations approved by the Engineer or off-site at locations designated in the Contract Documents. Guide rail or median barrier elements, other than the above, shall become the property of the Contractor and shall be disposed of offsite by the Contractor.

**MATERIALS.** Pallets shall be strongly constructed of substantial, sound, weather-resistant materials. Pallets may be new or used. Pallets shall be subject to the approval of the Engineer. Containers, cloth bags, and pavement repair materials shall be subject to approval by the Engineer.

**CONSTRUCTION DETAILS.** All usable posts and such usable hardware and usable fasteners as are designated in the Contract Documents to be stored shall be neatly stored by the Contractor on-site at locations designated or approved by the Engineer or, when designated in the contract documents, at offsite locations designated in the Contract Documents. The removal and storage work shall be done with reasonable care in a manner so as to not damage material designated for storage. Posts shall be neatly stacked on and secured to pallets with a maximum of fifty posts per pallet. Posts from the different type barriers shall be stored on separate pallets. Hardware items and fasteners designated for storage shall be stored separately, by type, in clean labeled weather proof containers or in labeled cloth bags. Pallets, containers, and cloth bags shall become the property of the State.

Support bolts in the 3 inch posts of corrugated barriers shall remain in the posts. Rail support plates used with box beam median barrier shall be detached from the post and be stored together in containers or bags along with their fasteners.

Bituminous surfaces, except those to be removed, shall be repaired to a safe and satisfactory condition to the satisfaction of the Engineer.

**METHOD OF MEASUREMENT.** The quantity to be measured for payment will be the number of linear feet of guide rail or median barrier removed in accordance with these specifications and the direction of the Engineer. Payment factors will not apply to this work.

**BASIS OF PAYMENT.** The unit price bid per for this work shall include the cost of furnishing all labor, equipment and materials necessary to complete the work. The work will be eligible for progress payments in accordance with the following: 75% upon satisfactory completion of all necessary removal, disposal, and storage; 25% upon satisfactory filling the resulting voids and restoring the affected areas to the satisfaction of the Engineer.

## **ITEM 627.50140008 - CUTTING PAVEMENT**

### **DESCRIPTION:**

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

### **MATERIALS:**

None specified.

### **CONSTRUCTION DETAILS:**

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the County. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the County.

### **METHOD OF MEASUREMENT:**

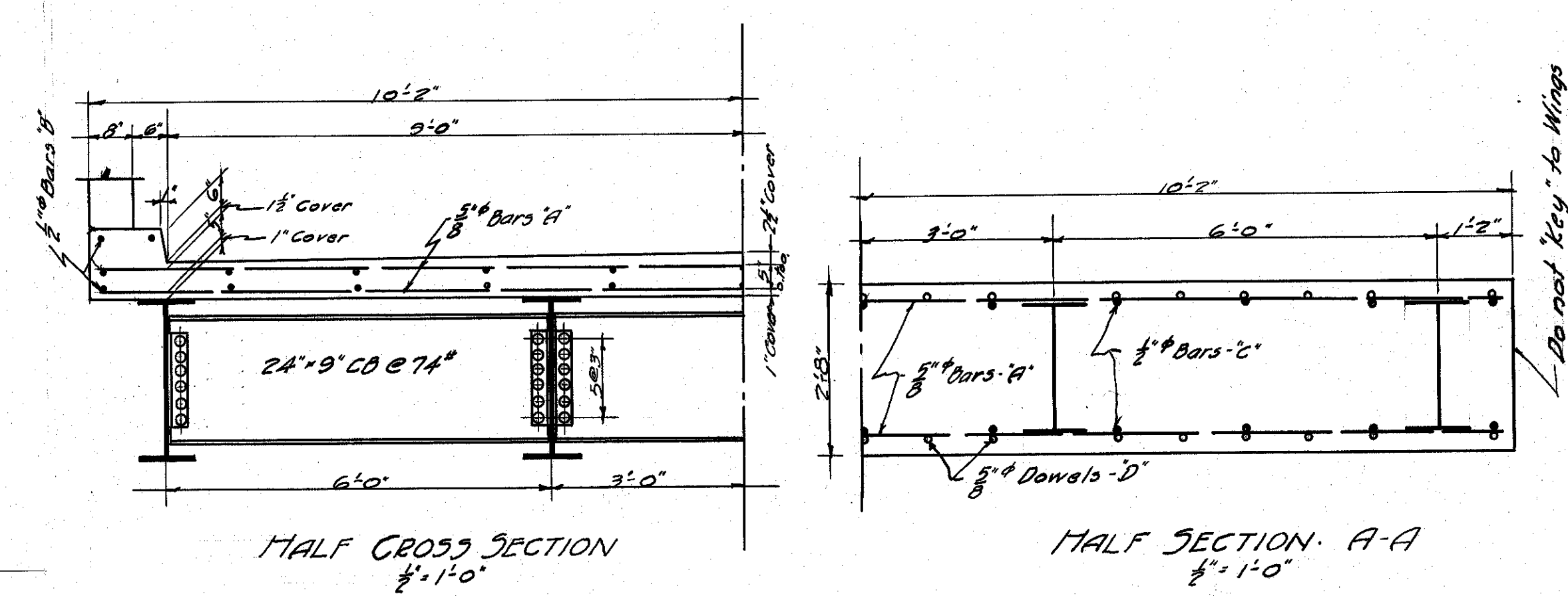
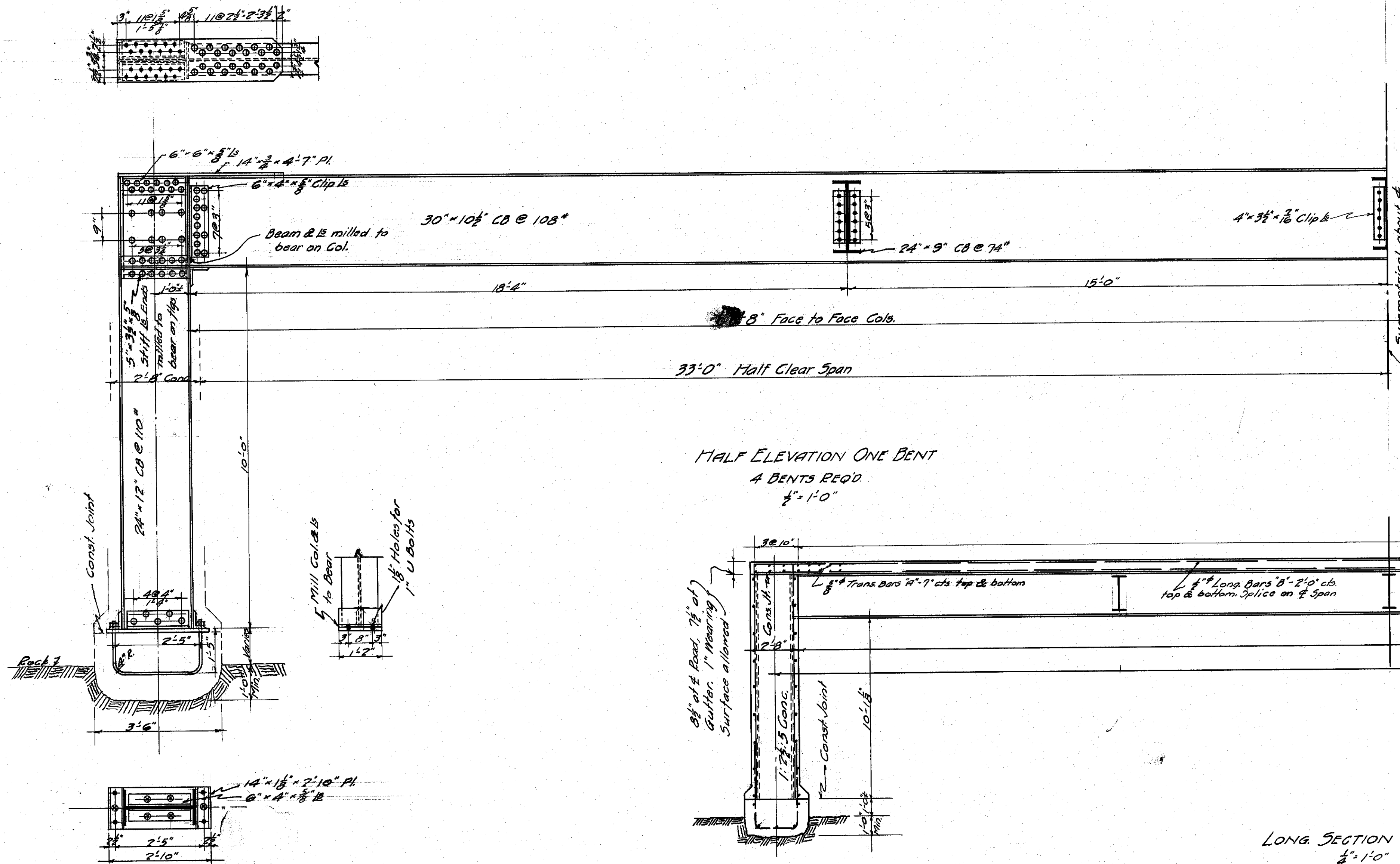
The quantity to be measured will be the number of feet of pavement cutting satisfactorily completed.

### **BASIS OF PAYMENT:**

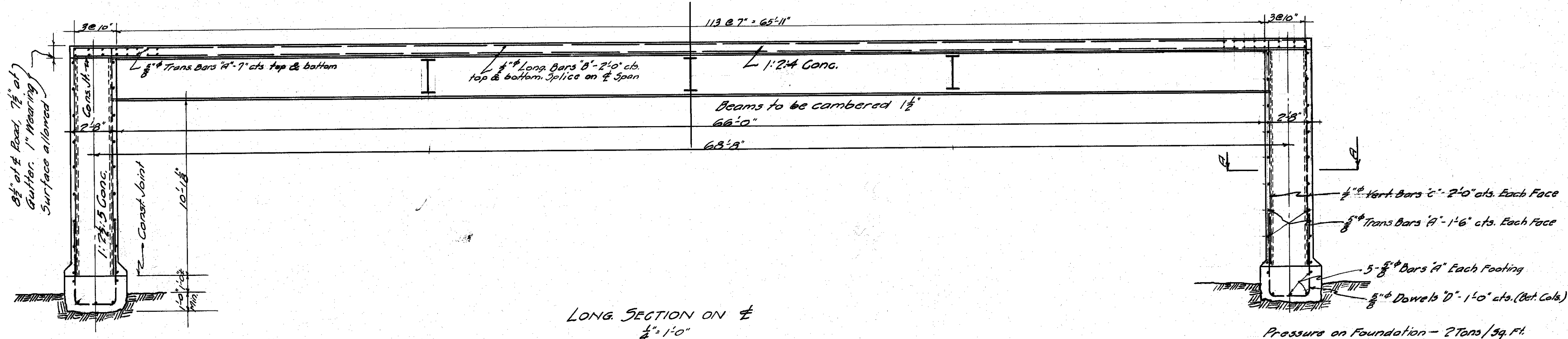
The unit price bid per foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

## **APPENDIX A**

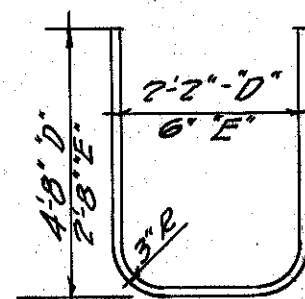


HALF ELEVATION ONE BENT  
4 BENTS REQ'D  
1/2" = 1'-0"



LONG SECTION ON C  
1/2" = 1'-0"

BAR LIST					
BAR	SIZE	LENGTH	NO.	TYPE	LOCATION
A	5/8"	19'-10"	286	Str.	All Transverse
B	1/2"	36'-6"	52	"	Long. in Slab & Curb
C	1/2"	13'-0"	44	"	Vert. in Legs
D	5/8"	11'-3"	34	I	Dowels in Footing
E	1/2"	5'-7"	140	I	Dowels for Parapets



Designed for H-12 Loading in accordance with the A.A.O.S.H.O Standard Specs for Highway Bridges.  
All rivets 5/8".

1:2:4 Concrete 38.4 Cu. Yds.  
1:2 1/2:5 " 62.3 " "  
Structural Steel 51550 Lbs  
Reinf. " 8550 "

HIGHWAY BRIDGE FOR  
MONTGOMERY CO.  
STATE OF NEW YORK  
1935

Designed by  
Montgomery Co.  
State of New York  
1935

## **APPENDIX B**

## **SPECIAL NOTE**

### **PG BINDER AND MIX DESIGN LEVEL**

Requirements of this note apply to all Section 404 Asphalt Pavement items in this contract, except for shim, permeable base, temporary pavements, and miscellaneous, which may use non-modified PG binders such as PG 64S-22 and PG 64H-22.

### **PG BINDER**

Use polymer or Terminal Blend Crumb Rubber modified **PG 64V-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R<sub>3.2</sub>:

1. For  $J_{nr3.2} \geq 0.1$ ,  $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For  $J_{nr3.2} < 0.1$ ,  $\%R_{3.2} > 55$

Where:

R<sub>3.2</sub> is % recovery at 3.2 kPa

J<sub>nr3.2</sub> is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

### **MIX DESIGN**

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **50 Gyration**s.

**Note:** The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the asphalt mixture shall be discussed at pre-construction and pre-paving meetings.