



SPECIFICATIONS

FOR

EPOXY PAVEMENT MARKINGS

CONTRACT NO. **DPW-2021-01**

CITY OF PLATTSBURGH

CHRISTOPHER ROSENQUEST, MAYOR

MAY 14, 2021

Department of Public Works
215 Idaho Avenue
Plattsburgh, N.Y. 12903

(518) 563-1120

BID DUE DATE: TUESDAY, JUNE 1, 2021, 10:30 A.M.

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Contract No. DPW-2021-01

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ADVERTISEMENT TO BIDDERS

The Common Council of the City of Plattsburgh, New York will receive sealed bids until **10:30 A.M., Tuesday, June 1, 2021** for "**Epoxy Pavement Markings, Contract #DPW-2021-01**". The bids will be publicly opened and read aloud at that time in the Common Council Chambers in City Hall.

The proposed work approximately includes furnishing and applying reflectorized pavement markings at locations as ordered by the Superintendent of Public Works and in conformance with the New York State MUTCD and these City Specifications.

The required project completion date is **Friday, October 29, 2021**. Bidding and contract documents may be examined free of charge at the City Clerk's Office, City Hall. A downloadable link in .pdf format containing the contract documents is also available on the City website at <https://www.cityofplattsburgh-ny.gov/bids>.

Bids shall be submitted to the City Clerk, 41 City Hall Place, Plattsburgh, New York 12901, (open from 8:00 to 3:30 daily) in sealed envelopes with the name and address of the Bidder and "**Epoxy Pavement Markings, Contract #DPW-2021-01**" clearly marked on the face of the envelope.

Bids shall be submitted on the provided forms in accordance with the Instructions for Bidders. Each bid must be accompanied by a security deposit in the amount of 5% of the Bid in the form and subject to the conditions provided in the Instructions for Bidders. A non-collusive certificate must accompany the bid. The successful Bidder shall furnish a 100% Performance Bond and a 100% Labor and Materials Bond. No Bidder may withdraw a bid within forty-five (45) days after opening thereof.

The Owner reserves the right to waive any informalities in or to reject any and all bids.

Michael Bessette
Superintendent of Public Works

SECTION 00100

INSTRUCTIONS TO BIDDERS

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1.01 SECURING DOCUMENTS

Copies of the proposed Contract Documents may be obtained from:

Office of the City Clerk
41 City Hall Place
Plattsburgh, New York 12901
(518) 563 7702

- A. The cost for each set of documents obtained shall be as set forth in the Notice to Bidders. Where a deposit is required for the documents, such deposit shall be refunded in full upon return of the set in good condition, within fifteen (15) calendar days after the actual bid opening.

1.02 BID PROPOSAL SUBMITTAL

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Proposals must be submitted on prescribed forms. All blank spaces must be filled in, in ink or typewritten, in both words and figures where so indicated.
- C. Each bid/proposal must be submitted in a sealed envelope and shall have clearly designated on the outside, the name and address of the bidder, the name of the project and the contract for which the proposal is submitted.
- D. An abstract summary of submitted bids will be made available to all Bidders following the Bid opening.

1.03 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Failure to provide bid deposit will, at the discretion of the Owner, invalidate the Bid.

1.04 BID FORM SIGNATURE

- A. The Bid Proposal Form shall be signed by the Bidder, as follows:
- B. **Sole Proprietorship.** Signature of sole proprietor in the presence of a witness who will also sign. Insert the words “Sole Proprietor” under the signature.
 - 1. **Sole Proprietorship.** Signature of sole proprietor in the presence of a witness who will also sign. Insert the words “Sole Proprietor” under the signature.

2. **Partnership.** Signature of all partners in the presence of a witness who will also sign. Insert the word “Partner” under each signature.
3. **Corporation.** Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
4. **Joint Venture.** Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such part as described above, similar to the requirements of a Partnership.

1.05 NON-COLLUSIVE BIDDING CERTIFICATION

- A. Each prime bidder submitting a bid for any portion of the work contemplated by the bidding documents shall execute a non-collusive certificate as required by applicable New York State Law, in the form herein provided, to the effect that he/she has not colluded with any person, firm or corporation in regard to any bid submitted. Such certificate shall be attached to the bid. Failure of any bidder to abide by this provision shall be cause for rejection of his/her bid.

1.06 BID SECURITY

- A. Each bid/proposal shall be accompanied by a bid bond or certified check (Payable to “City Clerk, City of Plattsburgh”). The choice of the form of security is at the option of the bidder.
- B. Each bid/proposal shall be accompanied by a bid bond or certified check (Payable to “City Clerk, City of Plattsburgh”). The choice of the form of security is at the option of the bidder.
- C. Each bid/proposal shall be accompanied by a bid bond or certified check (Payable to “City Clerk, City of Plattsburgh”). The choice of the form of security is at the option of the bidder.
- D. The bid security shall be in the amount of five percent (5%) of the base bid. Bid Bond shall be duly executed by the bidder as principal, having as surety thereon a surety company approved by the Owner.
- E. The bid security will be returned by the City Clerk to all except the two lowest bidders within 3 days after the opening of the proposals. The remaining security will be returned

to the two lowest bidders within 48 hours after the Owner and the successful bidder have executed a contract, or, if no contract has been awarded, within 45 days after the bid opening.

- F. If any bidder refuses or fails to enter into a Contract within fifteen (15) days after notice of award, the Owner may retain his bid security as liquidated damages but not as a penalty.

1.07 PERFORMANCE BOND

- A. The successful bidder shall, prior to execution of the agreement, post a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the Contract Sum. Such bonds shall be furnished within fifteen (15) days after the Notice of Award.
- B. The form of all bonds shall be as prescribed by the Owner and issued by a Surety acceptable to the Owner.
- C. The successful bidder may, at his option, furnish in lieu of the above bonds a financial guarantee for 100% of the Contract Sum in the form of cash, certified check or an irrevocable letter of credit in satisfactory form. The financial guarantee shall remain on file and in full force and effect until the work is completed and accepted. The financial guarantee shall then continue in full force and effect for twelve (12) months after final acceptance of the work or, alternately, the Contractor may cancel the financial guarantee by substituting a five (5) percent retainage to be kept by the Owner for the 12 month period after the date of final acceptance.

1.08 EXAMINATION OF DOCUMENTS AND WORK SITE

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the specifications and all other Contract Documents, and shall visit the site of the Work. Each bidder shall inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the Contract Documents.
- B. No allowance will be made to a bidder because of lack of such examination of knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

1.09 PROOF OF COMPETENCY OF BIDDER

- A. A bidder may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in the time required and in a satisfactory manner.

- B. The Owner reserves the right to reject any bid in the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein the time limit set forth.
- C. The ability of any bidder to secure performance and payment bonds shall not be the sole method of determining the bidder to be qualified.

1.10 ADDENDA AND INTERPRETATIONS

- A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the Superintendent of Public Works a written request for interpretation thereof not later than three (3) days before bids will be opened.
- B. Interpretation or correction of the proposed Contract Documents will be made only by Addendum and will be mailed or delivered to each plan holder on record not later than three (3) days prior to date of bid opening. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligations under the contract.
- C. No interpretations of the meaning or intent of the Contract Documents will be made to any bidder orally.

1.11 EXECUTION OF AGREEMENT

- A. The Form of Agreement which the successful bidder will be required to execute is included in the Specification Manual.
- B. The bidder to whom the Contract is awarded shall, within fifteen (15) calendar days after notice of award from the Owner, submit the Certificate of Insurance, Labor and Material Bonds and Performance Bonds as required by these specifications. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may execute the Agreement and proceed with the Work.

1.12 WITHDRAWAL OF BID

- A. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw his bid for a period of forty-five (45) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

1.13 AWARD OR REJECTION OF BIDS

- A. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

- B. On contracts with the estimated quantities, the award will be made based on the unit prices quoted and total estimated cost. In the event of math errors on such bids, the unit prices shall govern.

END OF INSTRUCTION TO BIDDERS

**BID PROPOSAL FORM
EPOXY PAVEMENT MARKINGS
CONTRACT #: DPW-2021-01**

SUBMIT TO: City Clerk, 41 City Hall Place, Plattsburgh, NY 12901

BID DUE DATE: 10:30 AM Monday, June 1st, 2021

The undersigned hereby certifies he/she has examined and fully comprehends the requirements and intent of this specification for the above project and offers to furnish all labor, materials, equipment, and supplies and whatever else is necessary to complete the work according to the following scheduled completion dates and as detailed herein for the following unit prices:

NYS DOT					EXPOXY REFLECTORIZED PAVEMENT MARKINGS NYSDOT ITEM 685	
ITEM	NO.	QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL PRICE
1	685.01	30,000	LF	White 6" wide reflectorized pavement stripes including crosswalks, hatching for crosswalks, stop bars (18"W) paid as 3-6" lines & parking tees		
2	685.01	10,000	LF	White 4" wide reflectorized pavement stripes - 0.38 mm		
3	685.02	1,000	LF	Yellow 6" wide reflectorized pavement stripes - 0.38 mm		
4	685.04	30	EACH	"Each" directional arrows (double headed-arrows) will be paid as 2 arrows)		
5	685.04	4	EACH	R.R. crossing designations		
6	685.03	30	EACH	4" wide White reflectorized pavement letters - 0.38 mm		
7	685.04	6	EACH	Bike Lane Symbols		
8	685.04	10	EACH	Bike Lane Arrows		
9		300	SF	Green Traffic Paint Bike Box		
10		5	EACH	Handicapped Symbols		
11	635.01	1,000	LF	Cleaning & preparation of pavement surfaces for lines		
12	635.02	12	EACH	Cleaning & preparation of pavement surfaces for letters		
13	635.03	10	EACH	Cleaning & preparation of pavement surfaces for symbols		

TOTAL: \$

WORDS: _____
(dollars)

**BID PROPOSAL FORM
EPOXY PAVEMENT MARKINGS
CONTRACT #: DPW-2021-01**

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Addendum No. 1: _____
Addendum No. 2: _____

BUSINESS NAME: _____

STREET ADDRESS: _____

AUTHORIZED SIGNATURE: _____

CITY & STATE: _____ ZIP: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____ Email: _____

Required Attachment: Non-Collusive Bid Certificate
Bid Security

NON-COLLUSIVE BIDDING CERTIFICATE

**CONTRACT # DPW-2021-01
EPOXY PAVEMENT MARKINGS**

By submission of this bid, each bidder and each person signing on behalf of any bidder affirms, and in the case of a joint bid each party thereto affirms as to its own organization, under penalty of perjury, that to the best of his/her 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 quote 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.

Signed: _____

Print Name & Title

RESOLUTION
(For Corporate Bidders Only)

Resolved that (Individual's Name) be authorized to sign

And submit the bid proposal for this corporation for:

Contract # DPW-2021-01 Epoxy Pavement Markings

And to include in such bid or proposal the certificate as to non-collusion required by Section 103D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by (Insert Corporation Name) at a meeting of its Board of Directors held on the _____ day of _____, 2021 and is still in full force and effect on this _____ day of _____, 2021.

By: _____

Print Name: _____

Secretary

Seal of Corporation

AGREEMENT

THIS AGREEMENT made the _____ day of _____ in the year _____, by and between the City of Plattsburgh, New York, a municipal corporation of the state of New York chartered by the Laws of 1902, Chapter 269, as amended, with principal offices at 41 City Hall Place, Plattsburgh, New York, 12901, hereinafter called the "Owner," and INSERT NAME HERE, doing business as (an individual partnership or corporation), with principal office at INSERT ADDRESS HERE, hereinafter called the "CONTRACTOR."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

**CONTRACT NO. DPW-2021-01
EPOXY PAVEMENT MARKINGS**

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the paint striping and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 days after the NOTICE TO PROCEED and will complete the work by OCTOBER 29, 2021.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices quoted and total estimated amount of \$INSERT AMOUNT HERE as shown in the Bid Proposal Form. In no way does this paragraph obligate payment of the estimated amount from the Owner. The total amount paid will be based upon actual work performed at the unit prices provided in the Bid Proposal Form completed by the CONTRACTOR.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. Notice to Bidders.
 - b. Specification Manual
 - c. Bid Proposal
 - d. Performance, Labor and Material Payment Bonds
 - e. Drawings
 - f. Notice of Award/Notice to Proceed
 - g. All addenda issued
 - h. Change Orders
6. The CONTRACTOR agrees to pay as liquidated damages as stated in the General Conditions, Section 2.12 "Failure to Complete Work on Time" for work not substantially complete beyond the specified completion date.

7. The CONTRACTOR shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the PROJECT provided that any such claim, damage, loss or expense is:
 - a. attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the PROJECT itself) including the loss of use resulting therefrom; and, is,
 - b. caused in whole or in part by a negligent act or omission of the CONTRACTOR, any subcontractor, or of anyone for whose actions any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.
8. In any and all claims against the Owner or any of its agents or employees by any employee of the CONTRACTOR, any one directly or indirectly employed by them, or anyone for whose actions any of them may be liable, the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.
9. The obligations of the CONTRACTOR under this contract shall not extend to the liability of the Superintendent of Public Works, his agents or employees, arising out of:
 - a. the preparation and approval of maps, drawings, opinions, reports, services, change orders, designs or specifications, or
 - b. the giving of or the failure to give instructions by the Superintendent of Public Works, his agents or employees, provided such giving or failure to give is the primary cause of such injury or damage.
10. The obligation of the CONTRACTOR to indemnify shall be covered by an appropriate insurance policy.

IN WITNESS WHEREOF, the parties have executed this agreement in three counterparts, each of which shall be deemed an original, the year and day first above written.

CITY OF PLATTSBURGH

By: _____
MAYOR CHRISTOPHER ROSENQUEST

CONTRACTOR

By: _____

PRINT NAME & TITLE

GENERAL CONDITIONS

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GENERAL CONDITIONS

2.1. CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications, and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The tables of contents, titles, headings, contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. The Contractor shall receive as part of his Contract, without cost, three (3) copies of Drawings and Specifications.

2.2. DEFINITIONS

- A. "Contract" means the contract executed by the Owner and the Contractor.
- B. "Contractor" means the person, firm or corporation executing the agreement or the duly recognized assignee thereof, who will perform the work described in the drawings and specifications of the contract documents.
- C. "Sub-Contractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project, for and under separate contract or agreement with, the Contractor.
- D. "Superintendent" means the Superintendent of Public Works a duly authorized person representing the City of Plattsburgh.
- E. "Owner" shall mean the City of Plattsburgh. All contracts and agreements connected with the Owner shall be executed by the Mayor.
- F. "Work" shall include both labor and materials.

2.3. PROGRESS CHART AND COMPLETION SCHEDULE

- a) The Contractor shall prepare a progress chart and submit to the Superintendent of Public Works. The progress chart shall reflect the desired completion schedule specified.
- b) The progress report shall be brought up to date each month and duplicate copies will be forwarded to the Superintendent of Public Works with monthly payment requisition.

2.4. PERMITS

The Contractor shall take out, at his own expense, all necessary permits, and give all notices required by law or municipal ordinances and shall pay all charges incidental to the lawful execution of the work done under this contract.

2.5. PRE-CONSTRUCTION CONFERENCE

The Contractor and all subcontractors if any shall attend the pre-construction conference as required by the Superintendent of Public Works and as scheduled by the Superintendent of Public Works prior to the start of any work.

2.6. SHOP DRAWINGS

- A. Furnish five (5) copies of Shop Drawings stamped and signed by the Contractor indicating clearly his complete approval and signifying that, to his knowledge, the Shop Drawings do comply with all of the Contract Documents. Submittals not approved by the Contractor will be returned. No partial or incomplete submittals will be accepted.
- B. Each Shop Drawing and letter of transmittal shall be identified with the following information:
 - a) Project name and number
 - b) Contractor's name, also name of Subcontractor, material supplier, and manufacturer, as applicable.
 - c) Specified name and specification section and article number of item submitted.
- C. Shop Drawings shall contain all data and information necessary to verify that the design, material, construction, apparatus, device, etc., complies in all respects with the requirements of the Drawings and

Specifications. Catalog numbers only of manufacturers are not acceptable as sufficient information for compliance.

D. Contractor shall verify all field measurements.

2.7. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract, unless otherwise expressly provided for in the Special Conditions or in the Technical Specifications.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

2.8. DISCREPANCIES, ERRORS AND OMISSIONS

The plans and specifications are intended to be explanatory of the work to be done and of each other, but should any discrepancies or errors appear or any omissions be made, they shall be called to the attention of the Superintendent of Public Works, subject to his corrections and interpretation, thereby defining and fulfilling the intent of this contract.

If there should be any dispute or any questioned decision by the Superintendent of Public Works which are subject to arbitration it shall upon demand in writing of either party be promptly submitted to arbitration. The Arbitrator shall be qualified by experience and knowledge of the work and shall have no direct or indirect financial interest in the Contract and no business or family connections with the Owner, Contractor or Engineer.

2.9. SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation, or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable times as the Owner may determine will compensate for time lost by such delay with such determination to set forth in writing.

The Owner shall have the right to suspend work, wholly or in part for such period or periods as he may deem necessary due to unsuitable weather, unfavorable working conditions or materials not meeting requirements.

2.10. TERMINATION OF WORK

A. The Owner shall; after giving ten (10) days written notice have the right to terminate his agreement with the Contractor in the event of any default by the Contractor.

The Contractor defaults whenever he:

1. Declares bankruptcy
2. Becomes insolvent
3. Assigns his assets for the benefit of his creditors
4. Fails to provide: a qualified superintendent, competent workmen, subcontractor, proper materials or fails to make prompt payment to his creditors.

In the event the Contractor defaults and the Owner terminates the Contract Agreement the Owner may complete the work by whatever means he may select, using the surety provided.

B. The Contractor may suspend or terminate the contract agreement with the Owner upon a written notice issued ten (10) days in advance for any of the following reasons:

1. Failure on the part of the Owner to pay the Contractor any sum within thirty days after its award by Arbitrators.

2. Failure on the part of the Owner to act upon a payment request within 30 days after it is presented.
3. If an Order from any Court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or his employees.

2.11. COMPLETION DATE

- A. The Contractor shall employ and supply a sufficient force of workers, materials and equipment and shall progress the work with such diligence so as to ensure completion of the work prior to the contract completion date.
- B. The Contractor shall complete all work to be performed under the contract within the time stated in the contract agreement or within such extended time for completion as may be granted by the Owner. If the Contractor desires an extension of time, an Application For Extension of Completion Date shall be submitted to the Superintendent of Public Works sufficiently early for the Superintendent of Public Works to make a recommendation and forward the application so that it may be filed with the Owner at least 15 days prior to the contract completion date.

2.12 FAILURE TO COMPLETE WORK ON TIME.

For each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages and/or Engineering Charges from the contract completion date to the final date of completion of the work will be assessed against the Contractor. When specified in the contract documents, Liquidated Damages may also be assessed for each calendar day, or any portion thereof, for failure to complete certain portions of work or for failure to comply with requirements shown in the contract documents. Liquidated Damages will be assessed not as a penalty, but as liquidated damages; provided however that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the specifications

- A. **Engineering Charges.** Engineering Charges include all appropriate engineering and inspection expenses incurred by the Owner, its consultants and inspection agencies, and by railroad companies. Engineering Charges will be assessed in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Owner determines the Contractor to be responsible. Reasonable time necessary for reviews of shop drawings by the Owner or its agents, for changes or additions to the work to meet field conditions which do not significantly affect the scheduled completion of the contract, delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies or materials, and other situations which should be anticipated are neither compensatory nor eligible for extensions of time without the assessment of Engineering Charges.

Before assessing Engineering Charges, the Owner will give due consideration to factors attributing to such delay due to extenuating circumstances beyond the control of the Contractor limited to the following:

1. The work or the presence on the contract site of any third party, including but not limited to that of other contractors or personnel employed by the State, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party except as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work.
2. The existence of any facility or appurtenance owned, operated, or maintained by any third party, except as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work .\
3. The act, or failure to act, of any public or governmental body, railroad, transportation or utility companies or corporations, including, but not limited to, approvals, permits, restrictions, regulations or ordinances not attributable to a Contractor's submission, action or inaction or Contractor's means and methods of construction.
4. Restraining orders, injunctions, or judgments issued by a court not caused by a Contractor's submission, action or inaction or Contractor's means and methods of construction.
5. Any industry-wide labor boycotts, strikes, picketing or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of contractors or suppliers.
6. Any industry-wide shortages of supplies or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers.

7. Unusually severe storms of extended duration or impact, other than heavy storms or climatic conditions which could generally be anticipated by the bidders, as well as floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes.
8. Decisions by the Owner to open certain sections of the contract to traffic before the entire work is completed.
9. Significant changes in contract quantities, major extra contract work, delays in the review or issuance of orders-on-contract or field change sheets, or delays beyond the established time periods for review and approval for shop drawings, which significantly affect the overall completion of the contract.
10. Failure of the Owner to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract if such unavailability, as determined by the Owner, significantly affects the scheduled completion of the contract.
11. Any situation which was beyond the contemplation of the parties at the time of entering into the contract.
12. Award of the contract by the Owner more than forty-five (45) days beyond the letting date.
13. Situations covered by Differing Site Conditions, Significant Changes in the Character of Work and Suspensions of Work Directed by the Superintendent of Public Works.

B. **Liquidated Damages.** Liquidated damages will be in the amount per calendar day specified in *Schedule of Liquidated Damages* below, in addition to Engineering Charges. *Engineering Charges.* Liquidated Damages for special or very large contracts may be specified in the contract proposal. Liquidated Damages will not apply to contracts containing no work within the roadway limits. The Commissioner may waive such portions of the liquidated damages as may accrue if the work is deemed to be in such condition as to be safe and convenient for use by the traveling public.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way constitute a waiver on the part of the Owner of any of its rights under the contract.

The Contractor is responsible and liable for said liquidated damages even in the event that the Contractor abandons the performance of the contract or the Contractor's employment is terminated pursuant to the provisions of this contract.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Total Contract Bid Price		Liquidated Damages per Calendar Day
From More Than	To and Including	
\$0	\$100,000	\$500
\$100,000	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,500
\$2,000,000	\$5,000,000	\$2,000
\$5,000,000	\$10,000,000	\$2,500
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000	-	\$7,000

2.13 DELAY PROVISIONS.

- A. **Compensable Delays.** The Owner may provide monetary compensation for delays and interference in certain defined instances. The Contractor will only be eligible for extra compensation caused by delay or interference affecting the performance or the scheduling of contract work for those instances arising out of:
- (1) Differing Site Conditions;
 - (2) Significant Changes in the Character of the Work; and
 - (3) Suspensions of Work Directed by the Superintendent of Public Works ;
 - (4) Situations not referenced in this paragraph and which are not within the contemplation of the parties at the time of entering into the contract.

Failure of the Contractor to adequately progress completion of the work will be considered in determining whether the aforementioned instances are the primary causes of delay. In all such instances, for any

requests made under this subsection, the Contractor shall keep detailed written records of the costs. Any dispute shall be promptly submitted to the Superintendent of Public Works in writing.

B. Non-Compensable Delays. The Contractor agrees to make no monetary request for, and has included in its bid prices for the various items of the contract, any extra/additional costs attributable to any delays, inefficiencies or interferences in the performance of the contract caused by or attributable to the items set forth below. The Contractor shall be compensated solely by an extension of time, with or without engineering charges as appropriate, to complete the performance of the work.

- (1) The work, or the presence on the contract site, of any third party, including but not limited to personnel or other contractors employed by the utility companies or corporations, or by private enterprises.
- (2) Any delay in progressing work by any third party as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work.
- (3) The existence of any facility or appurtenance owned, operated, or maintained by any third party, as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work.
- (4) The act, or failure to act, of any other public or governmental body, railroad, transportation or utility companies or corporations, including, but not limited to, approvals, permits, restrictions, regulations or ordinances attributable to a Contractor's submission, action or inaction or Contractor's means and method of construction.
- (5) Restraining orders, injunctions, or judgments issued by a court which were caused by a Contractor's submission, action or inaction or Contractor's means and method of construction
- (6) Any labor boycott, strike, picketing or similar situation.
- (7) Any shortages of supplies of materials required by the contract work.
- (8) Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes. However, payment may be made for repairing damage to the work caused by *Damage*.
- (9) Extra work which does not significantly affect the overall completion of the contract, delays in the review or issuance of orders-on-contract, or field change sheets or delays within the established time periods for review and approval for shop drawings.
- (10) Any situation which was within the contemplation of the parties at the time of entering into the contract.
- (11) Award of the contract by the Owner more than forty-five (45) days beyond the letting date.

2.14 LINES, GRADES AND ELEVATIONS

The Contractor shall establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Superintendent of Public Works shall be permitted at any time to check the lines, elevations, reference marks, batter boards, etc., set by the Superintendent of Public Works employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

2.15. SUPERINTENDENT BY CONTRACTOR

The Contractor shall furnish a superintendent or foreman who is acceptable to the Owner and who will represent the Contractor during the contract duration. He shall, supervise the work until its completion, have full authority on behalf of the Contractor, coordinate work of all subcontractors and shall be present at all times for coordination and supervision. Any and all directions given the superintendent shall be as binding as if given to the Contractor.

2.16. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all process of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Superintendent of Public Works who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Superintendent of Public Works, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Superintendent of Public Works shall be equitable.

2.17. OCCUPANCY

Occupancy or use by the Owner prior to final acceptance shall be made possible by the Contractor after receiving written notice from the Superintendent of Public Works of his intent to occupy or use. The Owner's use of the apparatus or occupancy shall not constitute acceptance of such work or devices. The Contractor shall not be responsible for any damage directly associated with the Owner's occupation. However, occupancy or use by the Owner does not relieve the Contractor of the responsibility of having a wholly complete and acceptable job at the time of final inspection and acceptance and does not affect the guaranty or warranty as previously stated.

The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of material and execution of their work.

2.18. SUB-CONTRACTOR

Sub-contractor names shall be submitted to the Owner for review. The Contractor shall be responsible to the Owner for damages or deficiencies of his sub-contractor and of their direct or indirect employees. There shall be no contractual relation between Owner and Sub-contractor and the Owner or Engineer will not become involved with contractual disputes between Contractor and sub-contractor. The Contractor shall insert in any subcontracts these same "General Conditions."

2.19. SALES TAX EXEMPTION

- A. The Owner (which is a municipal government) 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 the provisions of the Contract and these taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including sales and compensating use taxes, on such leased tools, machinery, equipment and other property.
- B. The purchase by the Contractor of the supplies and materials here under will be a purchase or procurement for resale and therefore not subject to the New York State sales or compensating use taxes or any such taxes of cities or counties. The sale of such supplies and materials by the Contractor to the Owner will not be subject to the aforesaid sales or compensating use taxes.

2.20. CHANGES IN WORK

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved changes shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid price previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - 1. Labor, including foreman;
 - 2. Materials entering permanently into the work;

3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed twenty percent (20%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

2.21. METHOD OF PAYMENT

The Contractor may submit to the Owner a monthly request for payment for work done and material delivered to and stored on the site along with supporting data and evidence to establish the Owner's title to such material.

The Superintendent of Public Works shall review the request and make recommendations to the Owner. Any recommendation other than payment of such request shall be accompanied with a written explanation with reasons for the recommendation. A copy of the explanation shall also be sent to the Contractor and other parties involved.

The Owner after receiving the recommendation from the Superintendent of Public Works shall:

1. Make payment within 30 days
2. Withhold all or part of the request for any of the following reasons:
 - a) Defective work
 - b) Evidence of claims against the contractor which may affect the Owner
 - c) Failure to make payments to sub-contractors, material supplies or employees.
 - d) Damage to another Contractor, his work or his equipment

A ten percent (10%) retainage is to be deducted on all pay estimates under 50% of the contract amount with no additional retainage taken on pay estimates when 50% of the contract amount has been paid.

The Contractor shall present the Superintendent of Public Works with a complete and itemized breakdown of the cost of various aspects of the work, which he will use in his monthly estimates of work done.

2.22. FINAL PAYMENT AND ACCEPTANCE

The Contractor upon completion of the work according to the specifications, drawings and contract documents shall submit a certificate of completion and a request for final payment and acceptance. If required by the Superintendent of Public Works the Contractor shall supply proof that all debts incurred in connection with the contract have been fully paid. Any legal fees and other cost incurred by the Owner because of liens resulting from the Contractor's failure to satisfy shall be the responsibility of the Contractor. The Superintendent of Public Works shall be given sufficient time to thoroughly check the work and technical aspects of the contract for recommendation to the Owner for final payment.

After inspection of the substantially completed project by the Superintendent of Public Works and issuance of a punch list of final items to be completed the Contractor shall submit to the Superintendent of Public Works a Certificate of Completion indicating that all punch list items have been completed and the project is ready for final inspection.

After the completion and final inspection of all the work and after any defects discovered in the work have been corrected by the Contractor, the Superintendent of Public Works will issue a Certificate of Final Acceptance, which shall be filed in the Office of the Superintendent of Public Works. A copy thereof shall upon such filing be forwarded by the Superintendent of Public Works to the Contractor.

2.23. GUARANTEE

A. The contractor shall replace, repair and make good at his own expense any Work found to be defective or not in accordance with the Contract Documents within a period of one year after the date of final acceptance

of the Work by the Owner. The Contractor shall correct such Work promptly after receipt of written notice from the Owner to do so.

B. If the defective work is in such condition as to be a hazard to the public or Owner or the defect will cause consequential damage to the Owner, then the Contractor shall immediately commence repair of the Work after verbal notice by the Owner.

C. If the Contractor fails to begin such repairs in a timely manner as determined by the Owner, then the Owner may employ other persons to make the repairs and charge the Contractor the cost thereby incurred.

D. The method of repair or replacement of any defective work shall be as determined by the Superintendent of Public Works.

2.24. INSURANCE PROVISIONS

A. General Information

All Certificates of Insurance should be on Accord Form 25 (1-79) edition and indicate 30 days written notice to the Owner should any of the described policies be canceled before the expiration date listed. Certificates provided by the State Fund are permissible on their own form but should also contain the 30 days written notice of cancellation.

Excess liability on the Umbrella Form noted on the Certificate can be combined with the general liability and automobile liability limits to satisfy the minimum limits that are required by the Owner for that insured.

The Contractor and each sub-contractor, at his own expense shall procure and maintain until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by sub-contractor. Before commencing the work, the Contractor and each sub-contractor shall furnish to the Owner a Certificate of Insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each sub-contractor has complied with this Section.

B. Comprehensive General Liability Insurance

The kinds and amounts of Comprehensive General Liability Insurance with the **City of Plattsburgh** named as **additionally insured** and as follows:

	Each Occurrence	Aggregate
Premises-Operations	\$1,000,000	\$2,000,000
Completed Operations/Products	\$1,000,000	\$2,000,000
Contractual Liability	\$1,000,000	\$2,000,000

Combined single limit or equivalent. All policies shall be on the Comprehensive Form

The types of coverage shall be as follows:

- 1) Contractor's Liability- Insurance issued to and providing coverage to the Contractor for Liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.
- 2) Contractor's Liability Insurance issued to and providing coverage to each sub-contractor for liability for damages imposed by law upon each sub-contractor with respect to all work performed by said sub-contractor under this contract.
- 3) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by contract upon the Owner for work performed on private land with respect to all operations under the Contract by the Contractor or by his sub-contractor as set forth in the section "INDEMNIFICATION" of this specification.
- 4) Completed Operations and Products Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each sub-contractor arising between the date of the Certificate of Completion of the work and the date of the expiration of the guarantee.

5) Collapse and Underground (C.U.) shall be included under Property Damage in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Blasting and explosion coverage shall be obtained and provided if there is any blasting specified or needed under the contract.

C. Automobile Liability Insurance

Automobile Liability and Property Damage covering all claims of owned, non-owned and hired vehicles of the contractor and sub-contractors, as a result of work under the contract, shall be provided by the Contractor in the following amounts:

BODILY INJURY/PROPERTY DAMAGE- \$1,000,000 EACH OCCURRENCE
Combined single limit or equivalent

D. Worker's Compensation Insurance

Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor and sub-contractor shall at all times during the life of his contract provide adequate Worker's compensation Insurance at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

In addition, to the normal New York statutory coverage that is required, an ALL STATES OR NEW YORK endorsement must also be required of contractors domiciled in a state other than New York State. Those contractors that are domiciled in the monopolistic State Fund states of Nevada, North Dakota, Ohio, Washington, West Virginia, Wyoming and also Quebec, Canada should obtain a certificate directly from their Respective State Fund rather than their agent or broker.

E. New York State Disability Benefits

This coverage is required of contractors domiciled in New York or in a state other than New York.

2.25. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any Sub-contractor or anyone for whose acts any of them maybe liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Sub-contractor, anyone directly or indirectly employed by, them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-contractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the Superintendent of Public Works, his agent or employees arising out of {1} the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders designs or specifications or {2} the giving of or the failure to give directions or instructions by the Superintendent of Public Works, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

2.26 LABOR LAWS AND MINIMUM WAGE RATES

A. Each Contractor and subcontractor performing work on this project shall take notice that all occupations employed directly on the site of the work shall be paid an hourly wage rate not less than the minimum rates as designated by the Industrial Commissioner of the New York State Labor Department in accordance with all applicable provisions of the Labor Law of New York State.

B. Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make determination of the schedule of wages

to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

- C. Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, also provides, that the supplements to be provided to laborers, workmen and mechanics upon public works, "Shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.
- D. The Contractor shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security.
- E. The Contractor shall include in his Bid, provisions for payment by the Contractor of current and prevailing wage rates applicable to the project over the entire course of the work, it shall be the responsibility of the Contractor to pay current wage rates as indicated in the wage schedule and included at the end of the General Conditions.

2.27. PAYROLLS AND BASIC RECORDS

- A. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address and social security number of each employee, his correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid.
- B. The Contractor will submit weekly a certified copy of all payrolls to the Owner. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work to be performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required available for inspection by authorized representatives of the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

2.28 EQUAL OPPORTUNITY EMPLOYER

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard, to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices that may be provided by the Owner setting forth the provisions of this nondiscrimination clause.
- C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

In particular the Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

2.29. ANTI-KICKBACK PROVISIONS

Under this section the Contractor is required to conform to section, 29 (FR Part 3, Prescribed "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c) , popularly known as the Copeland Act.

2.30. CLEAN AIR AND WATER

All Contractors and Sub-contractors shall comply with the following:

- 1) The Contractor will not utilize any facility, before or during the performance of this contract or sub-contract that is listed on the Environmental Protection Agency's (E.P.A.) "List of Violating Facilities" pursuant to 40 CFR 15.20.
- 2) The Contractor will comply to all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857-c.8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33U.S.C., 131~) relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulation and guidelines issued there under.

The Contractor agrees that as a condition for the award of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, and E.P.A., indicating that a facility utilized or to be utilized for this contract is under consideration to be listed on the E.P.A. 's list for Violating Facilities.

The Contractor also agrees that as a condition for the award of this contract he/she will include or cause to be included the criteria and requirements of the above paragraphs, inclusive hereof under section headed "Clean Air & Water" in every sub-contract and that he will take such action as the U.S. Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air or Section 309 (c) of the Federal Water Pollution Control Act.

2.31 OVERTIME REQUIREMENTS

No Contractor nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborer or mechanics shall require or permit any laborer or mechanic in any workweek in which he/she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.

2.32. APPRENTICES

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a, State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency, exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The Contractor or subcontractor shall be required to furnish to the Owner written evidence of the registration of his/her program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

2.33 "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Superintendent of Public Works, of equal substance and function. It shall not be purchased or installed by the Contractor without the Superintendent of Public Works' written approval.

2.34 SAFETY AND HEALTH REGULATIONS

In order to protect the lives and health of his/her employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain in

accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

2.35 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, from all liens, claims or encumbrances.

2.36 CONTRACT CANCELLATION CLAUSE

The Contractor hereby agrees to the provisions of Section 103-a of the General Municipal Law which required that upon refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of any political subdivision thereof to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract: Such person and any firm, partnership or corporation of which he is a member shall be disqualified from any contract with the Owner for a period of five (5) years after such refusal.

2.37. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be amended to make such insertion.

2.38. TERMINATION AND DEBARMENT

A breach of any one of the Sections in these General Conditions may be considered by the Owner as grounds for termination of the contract and for debarment as provided by law.

2.39 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS & REGULATIONS

All parties shall be bound by, and comply with all applicable Federal, State, and Local Laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.

2.40 NYS DEPT. OF LABOR - PREVAILING WAGE RATE DETERMINATION

The contractor hereby agrees to comply with the New York Prevailing Wage Rate as indicated in Appendix B.

SECTION 00800
SUPPLEMENTARY CONDITIONS

- A. The following supplements modify, delete from, and/or add to the General Conditions.
1. All articles, or portions thereof, which are not specifically modified, deleted, or superseded hereby remain in full effect.
 2. The General Conditions also may be supplemented elsewhere in the Contract documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

2.37 Proposal Requirements and Conditions

- A. Bidder must submit all bids on the proposal forms contained in the Contract Documents. The City shall furnish Bidders with proposal forms. All attachments are necessary to the proposal forms and must not be detached. Any plans, specifications, or other documents referenced in the proposal form are part of the proposal whether attached or not.

2.38 TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and time for completion of the work specified herein are essential conditions of the contract. It is further mutually understood and agreed that the time for completion of the work described herein is a reasonable time for the same, taking into consideration the average climatic range, and usual industrial conditions prevailing in this locality.
- B. The Contractor agrees that all work, including final clean up, restoration and removal of the Contractor's construction equipment from the site will be accomplished in accordance with the contract agreement and General Conditions.
- C. If delays are caused by acts of God, acts of government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the work provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner in writing, with a copy to the Superintendent of Public Works, of the cause and particular of the delay.
If, under the terms of the Agreement and General Conditions, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the work. (This paragraph shall be interpreted to include delays in receipt of materials, provided the Contractor placed his order and submitted shop drawings for such material promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry). The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.
- D. As a part consideration for the awarding of this Contract, the Contractor furthermore

understands and agrees that he shall neglect, fail or refuse to complete the work by the Time for completion, the Owner has the right to immediately terminate the contract, to withhold payment of all contract amounts payable to the Contractor and all contract amounts previously retained by the Owner, and to proceed to complete the work through other third-party contracts and/or with its own forces. If the cost of completing the work exceeds unpaid and retained contract amounts, and if the Owner is otherwise damaged due to the Contractor's failure to complete the work by the time for Completion, the Owner shall pursue all remedies under the contract and the law to seek reimbursement of and otherwise recover all such damages from the Contractor. Such damages shall be in addition to the Liquidated Damages stipulated in the General Conditions, and shall be calculated on the basis of the number of calendar days following the completion date until the Owner completes the work following termination of the Contract."

2.39 SPECIAL LABOR REQUIREMENTS

- A. The City of Plattsburgh, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall provide, such information as the City of Plattsburgh deems necessary in order to ascertain the pecuniary and financial, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the net lowest bidder shall become the apparent lowest responsible bidder.

The City of Plattsburgh may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

1. Description of its experience with projects of comparative size, complexity, and cost within recent years, demonstration of Contractor's ability and capacity to perform a substantial portion of the project with its own forces;
2. Documentation from previous projects regarding:
 - (a) Timeliness of performance;
 - (b) Quality of work; extension requests;
 - (c) Work, including fines and penalties imposed and payment thereof;
 - (d) Liens filed;
 - (e) History of claims for extra work;
 - (f) Contract defaults, together with explanations of same.
3. Identification and description of any projects within the previous five (5) years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.
4. An adequate demonstration of financial responsibility, which may include in the City of Plattsburgh's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possess adequate resource and availability of credit and ability to procure insurance and bonds required for the project.
5. Disclosure of any suspension or revocations of any professional license of any director, officer owner, or managerial employee of the apparent lowest bidder, to the extent that

any work to be performed is within the field of such licenses profession;

6. Disclosure of any and all OSHA violations within the previous three (3) years, as well as all notices of OSHA citations filed against the apparent lowest bidder in the same three (3) year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation;
 7. Disclosure of any and all violations within the previous five (5) years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities;
 8. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the City of Plattsburgh considers appropriate;
 9. Disclosure of any litigation (including copies of pleadings) in which the apparent lowest bidder has been named as a defendant or third party defendant in the action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five (5) years;
 10. Disclosure of violations of the Prevailing Wage and Supplement Payment requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years;
 11. Disclosure of violations of the Workmen's Compensation Law, including, but not limited to the failure to provide proof of Workmen's Compensation or Disability coverage and/or any lapses thereof;
 12. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, its officers, directors, owners and/or managerial employees, within the past five (5) years;
 13. Disclosure of any violations within the past five (5) years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations;
 14. Identify all work to be subcontracted when requested by the City of Plattsburgh, identifying the firm(s) to which the work will be subcontracted. All subcontractors are subject to the approval of the City of Plattsburgh. The approval of the subcontractors by the City of Plattsburgh, as provided in the general conditions, shall be subject to the same evaluation of responsibility.
- B. Prior to a final determination that the apparent lowest bidder is not responsible, the City of Plattsburgh shall notify the part of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest bidder to appear and be heard, prior to a determination be made regarding its responsibility.

In the event the amount of the lowest bid appears disproportionately low when

compared with estimates undertaken, by or on behalf of the City of Plattsburgh and/or compared to other bids submitted, the City of Plattsburgh reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

Notwithstanding the above, the City of Plattsburgh reserves the right to reject any and all bids as elsewhere provide herein.

2.40 NOTICE OF EMPLOYEES' RIGHTS: CONTRACTORS RESPONSIBILITIES

- A. The contractor and as applicable, all subcontractors, acknowledge and agree to establish and maintain a bulletin board at or near the established job site, management office, or at such site as the City of Plattsburgh directs, for the conspicuous posting of notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the project. Worker's Compensation Law Notices and all other notices as the City of Plattsburgh may require the contractor to post at the site. Such postings shall be secure from deterioration and/or obliteration by the elements, defacement and acts of vandalism. Notices shall be maintained in a legible manner and shall be secure from deterioration and/or obliteration by the elements, defacement and acts of vandalism. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

The posting of such notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

Nothing herein shall be construed to relieve the contractor from posting requirements otherwise required by law.

- B. The Contractor and all subcontractors shall provide written notice to each employee that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the project site.
- C. The Contractor and all subcontractors shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purposes of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the contractor, employees of subcontractors engaged in work at the project site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

Each contractor and/or subcontractor, claiming that payments are being made into supplemental funds, shall set forth how payments that are claimed are actually being made on behalf of employees working on the job site for work performed on the job site, into the applicable health and/or pension fund.

- D. The Contractor and all subcontractors shall maintain at the job site (or such place designated by the City of Plattsburgh of original payrolls, employee attendance records and/or transcripts thereof as

are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

- E. The Contractor shall provide to the resident project engineer the Public Owner's Director of Labor Relations (or other individuals designated by the City of Plattsburgh) upon application for payment, an employment attendance sheet for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form acceptable to the City of Plattsburgh, containing such information as the City of Plattsburgh deems appropriate, including job classification, hours of employment, wage rates and supplements payable and employer. Current attendance records shall be maintained at a location designated by the City of Plattsburgh.
- F. The Contractor and all subcontractors shall provide the City of Plattsburgh on a weekly basis, copies of certified payrolls and certification of payment of wage supplements. Contractor shall also provide the City of Plattsburgh with such subcontractor's certified payrolls, affidavits, vouchers and receipts as to delivery and payment for materials (as the City of Plattsburgh deems necessary to substantiate claims and requests for payment).
- G. Before the contractor may request a progress payments for any item of work performed by subcontractor, the subcontractor's verified statement required by New York Labor Law, Section 220-a. Before issuance of the final payments, the Contractor shall furnish the City of Plattsburgh with the original certifications and verified statements required by New York State Labor Law, Section 220a.
- H. The Contractor and all subcontractors shall pay all wages, and supplements required by law. In the event that case payments in lieu of fringe benefit supplements are made upon the option of the contractor; such payments shall be made by check, draft, or order payable to the employee. The Contractor shall maintain records of such payments and present such records for inspection upon request of the City of Plattsburgh.
- I. The Contractor and all subcontractors agree that there will be no interruption in the performance of the work under this agreement. Neither shall the contractor nor shall the contractor permit any of its subcontractors to employ any labor or means whose employment or utilization during the course of the contract may tend to, or in any way cause, or result in, the interruption of work due to strikes, work stoppages, delays, suspension of work or similar troubles by labor employed by the Contractor or its subcontractors, or by any of the trades working in or about the job sites where work is being performed under this contract, or any other contract, on the job sites. Upon finding and written determination by the Commissioner of Public Works that the contractor is in violation of this paragraph, the Contract may be terminated and canceled without any penalty to the City of Plattsburgh and the City of Plattsburgh shall be entitled to recover any damages from the Contractor that may have been caused by such violations.
- J. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill trade, or other professional or licensed trades.
- K. All bonding must be with an insurance company licensed to do business in New York State.

- L. The Contractor and all subcontractors under the contractor must properly classify employees as employees rather than as independent contractors and treat them accordingly for purposes of Workers Compensation, insurance coverage, unemployment taxes, social security and income tax withholding.
- M. The Contractor hired must perform an amount of work, as specified by the public owner of the job site.
- N. The submission of any false or misleading information with respect to the submission made by any Contractor or subcontractor in connection with these contractor requirements may, upon notice and hearing be subject to contractual and legal provisions, and may result in immediate disqualification.
- O. The submission of any false or misleading information with respect to the submission may be any contractor or subcontractor in connection with these contractor responsibility requirements may, upon notice and hearing, subject to contractual and legal provisions result in immediate disqualification.
- P. To the extent not previously provided for herein, and on an ongoing basis throughout the course of the project, a contractor/subcontractor shall be required to provide information including but not limited to the following:
 - 1.) any debarments or suspensions by any jurisdiction or contracting agency (federal, state, or local);
 - 2.) any findings that the contractor/subcontractor has been determined to be non-responsive or otherwise ineligible to submit bids/proposals on any project;
 - 3.) any findings of default in any project by a contractor/subcontractor;
 - 4.) any termination or lawsuits, arbitration claims or legal claims filed against the contractor/subcontractor in connection with any project;
 - 5.) any declaration of bankruptcy or receivership by a contractor/subcontractor;
 - 6.) any findings subsequent to initial submission that this contractor/subcontractor has been found to be in violation of any statute, regulation or other law by any local, state or federal administrative agency or that any contractor/subcontractor has been accused of, investigated for or charged with any such alleged violations;
 - 7.) advise with respect to the revocation of any license, permit or certification;
 - 8.) any bond denial;
 - 9.) Or any issue that might give rise to a conflict of interest that an individual is engaged in managerial or advisory capacity for the contractor/subcontractor and also has a relationship with solicitations for contract work.

For the purpose of this paragraph, the term “contractor/subcontractor” shall mean: The contractor or subcontractor submitting the bid/proposal; any persons related to the contractor/subcontractor through common ownership, common management or common officers or directors; and firms which any of the owners, officers, directors of the submitting contractor/subcontractor previously participated in as an owner, officer or director.

2.41 SANCTION

A. Any contractor or subcontractor under the contract who fails to maintain throughout the entire duration of the construction project, compliance with any of the conditions set forth above, may be subject to one or more of the following sanctions (upon notice and subject to any other contractual or legal requirements):

1. Cessation of work until compliance is obtained;
2. Removal from project altogether;
3. Withholding of payment until compliance is obtained;
4. Liquidated damages based on the value of the contract.

In addition to the sanctions outlined above, a general contractor shall be liable for any violations by its subcontractors.

The determination with respect to sanctions hereunder, together with the procedures and guidelines to be followed with respect to determining whether sanctions are appropriate under the circumstances, shall be determined by a duly authorized representative of the City of Plattsburgh.

2.42 ENGINEER'S AUTHORITY.

A. The Superintendent of Public Works will make all decisions regarding the quality and acceptability of materials furnished, work performed, work progress, and contract interpretation.

The Superintendent of Public Works may stop by written order any work or any part of the work under the contract if the methods or conditions are such that 1) unsatisfactory work might result; or 2) if improper material(s) or procedure(s) are being used; or 3) if the Contractor fails to comply with any requirement or provision of the contract documents or with any local, State or Federal law or regulation; or 4) conditions are considered to be sufficiently deficient as to seriously affect the safety of the public or the workers employed; or 5) nonconformance with the maintenance and protection of traffic provisions is causing serious disruptions to traffic operations.

The Contractor will 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.

2.43 CHARACTER OF WORKERS

A. The Contractor shall give its constant attention to the work while it is in progress or it shall place it in charge of a competent and reliable English speaking Superintendent, who shall have authority to act for the Contractor and who shall be acceptable to the Superintendent of Public Works.

The Contractor shall, at all times, employ sufficient workers to progress the work to completion in the manner and time specified. All workers operate the equipment involved. Any person employed by the Contractor shall have sufficient skill and experience to properly perform the work assigned them. All workers engaged on special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform it and Contractor whom the Superintendent of Public Works may deem unruly, disorderly, incompetent or unfit to perform the work shall be at once discharged, and shall not be again employed.

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 Superintendent of Public Works or his/her representative and shall be received and obeyed by the foreperson who may have charge of the particular work in reference to which the orders are given. All forepersons shall speak English.

END OF SECTION

SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 Description

- A. The proposed work includes furnishing and applying reflectorized pavement markings at locations as ordered by the Superintendent of Public Works and in conformance with the NYS MUTCD and these specifications.

END OF SECTION

SECTION 01201
PRE-CONSTRUCTION CONFERENCE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included: To help clarify construction contract administration procedures, the Superintendent of Public Works will conduct a Pre-Construction Conference. Provide attendance by the designated personnel.

1.02 QUALITY ASSURANCE

- A. For those persons designated by the Contractor, his subcontractors, and supplies to attend the Pre-Construction Conference, provide required authority to commit the entities they represent to solutions agreed upon in the Conference.

1.03 SUBMITTALS

- A. To the maximum extent practicable, advise the Superintendent of Public Works at least 24 hours in advance of the Conference as to items to be added to the agenda.
- B. The Superintendent of Public Works will compile minutes of the Conference, and will furnish three copies of the minutes to the Contractor and one copy to all other in attendance. The Contractor may make and distribute such other copies as he wishes.

1.04 PRE-CONSTRUCTION CONFERENCE

- A. The conference will be scheduled to be held within 15 working days after the Owner has issued the Notice to Proceed, but prior to actual start of the Work.
- B. Attendance:
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
- C. Minimum agenda: Data will be distributed and discussed on:
 - 1. Organizational arrangement of Contractor's forces and personnel and those of subcontractors, materials, suppliers, and the Superintendent of Public Works.
 - 2. Channels and procedures for communication.

3. Coordination of work with other contractors on site.
4. Construction schedule, including sequence of critical work.
5. Contract Documents, including distribution of required copies of Drawings and revisions.
6. Processing of Shop Drawings and other data submitted to the Superintendent of Public Works for review.
7. Traffic control plan and procedures.
8. Processing of field decisions and Change Orders.
9. Rules and regulations governing the work, including Department of Labor Prevailing Wage Rate Determination and required payrolls.
10. Procedures for safety, first aid, security, quality control, housekeeping, and related matters.
11. Payment procedures.

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Procedures
 - 2. Shop Drawings
 - 3. Product Data
 - 4. Samples
 - 5. Manufacturer's Instructions.

- B. Related Work:
 - 1. Section 01310 Construction Progress Schedule
 - 2. Section 01700 Contract Closeout

1.02 PROCEDURES

- A. Deliver submittals to Superintendent of Public Works, City Hall.

- B. Transmit each item under "Letter of Transmittal." Identify Project, Contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number, and Specification Section number, as appropriate.

- C. After Engineer review of submittal, revise and resubmit if required, identifying changes made since previous submittal.

- D. Distribute copies of review submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.03 SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by the Superintendent of Public Works.

- B. Prior to submission to Engineer, the contractor shall review each shop drawing for compliance with the specification and shall so indicate such review on the drawing.

- C. Contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

- D. Corrections or comments made on the shop drawings during review by the

Superintendent of Public Works do not relieve the Contractor from compliance with requirements of the drawings and specifications. Shop drawing review by the Superintendent of Public Works is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents.

1.04 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the work.
- B. Submit the number of copies which Contractor requires, plus two copies which will be retained by the Superintendent of Public Works.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up; adjusting, and finishing in quantities specified for product data.

1.01 NEW YORK STATE PREVAILING WAGE RATE

- A. Each Contractor and subcontractor performing work on this project shall take notice that all occupations employed directly on the site of the work shall be paid an hourly wage rate not less than the minimum rates as designated by the Industrial Commissioner of the New York State Labor Department in accordance with all applicable provisions of the Labor Law of New York State.

The Contractor shall include in his proposal, provisions for payment by the Contractor of current and prevailing wage rates applicable to the project over the entire course of the work, it shall be the responsibility of the Contractor to pay current wage rates as indicated in the wage schedule and included at the end of this Request-for-Proposal.

1.02 INSURANCE

- A. The Contractor shall provide statutory benefits for disability benefits, workman's compensation, unemployment insurance and social security.

1.03 PAYROLLS AND BASIC RECORDS

- A. The Contractor will submit weekly a certified copy of all payrolls to the Owner. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of labor and that the classification set forth for each laborer or mechanic conform with the work to be performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required available for inspection by authorized representatives of the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

END OF SECTION

SECTION 01310
CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work Included: To assure adequate planning and execution of the work so that the work is completed within the time specified in the Contract, and to assist the Superintendent of Public Works in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedule described in this Section.
- B. Related Work:
 - 1. Construction Completion Date: Form of Agreement.
- C. Definitions:
 - 1. "Day" as used throughout the Contract unless otherwise stated, means "calendar day."

1.02 QUALITY ASSURANCE

- A. Perform data preparation analysis, charting and updating in accordance with standards approved by the Superintendent of Public Works.
- B. Reliance upon the approved schedule.
 - 1. The Construction Progress Schedule as approved by the Superintendent of Public Works will be an integral part of the contract and will establish integral completion dates for the various activities under the Contract.
 - 2. Should any activity not be completed within 15 days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
 - 3. It is expressly understood and agreed that failure by the Owner to exercise the option to order the Contractor to expedite an activity shall not be considered to either set a precedent for any other activities or relieve the Contractor from completing the work by the required completion date.
 - 4. It is expressly understood and agreed that failure by the Owner to exercise the option to order the Contractor to expedite an activity shall not be considered to either set a precedent for any other activities or relieve the Contractor from completing the work by the required completion date.

1.03 SUBMITTALS

- A. Construction Progress Schedule: The Contractor shall submit one reproducible copy of the Construction Progress Schedule after the Notice to Proceed and prior to the Pre-Construction Conference.
- B. Periodic reports: The Contractor shall update the Construction Progress Schedule on the first working day of each month and submit to the Superintendent of Public Works.

PART 2 - PRODUCTS

2.01 CONSTRUCTION ANALYSIS

- A. Graphically show by bar-chart the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished, as planned by the Contractor in coordination with all subcontractors whose work is shown on the diagram.
- B. Include, but do not necessarily limit indicated activities to:
 - 1. Project Mobilization
 - 2. Submittal and approval of Shop Drawings.
 - 3. Procurement of equipment and materials.
 - 4. Performance of work items per Summary of Work.
 - 5. Final cleanup.
 - 6. Final Inspection by the Superintendent of Public Works.

PART 3 - EXECUTION

3.01 CONSTRUCTION PROGRESS SCHEDULE

- A. Contents:
 - 1. Show the Contractor's general approach to the Work.
 - 2. For lump sum proposals, show cost of all activities scheduled.
 - 3. Review the Construction Progress Schedule in preliminary form with the Superintendent of Public Works and make all revisions agreed upon prior to final submittal.
- B. Submit in accordance with Paragraph 1.03-A above.

3.02 PERIOD REPORTS

- A. As required under Paragraph 1.03-B above, update the approved Construction Progress Schedule.
 - 1. Indicate "actual" progress in percent completion for each activity.
 - 2. Provide written narrative summary of revisions causing delay in the program and an explanation of corrective actions taken or proposed.
- B. Make only those revisions to the approved Construction Progress Schedule as are approved in advance by the Superintendent of Public Works.

END OF SECTION

SECTION 01510
MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide all facilities and traffic controls needed to allow safe conduct of the Work while maintaining public use of the site, including, but not necessarily limited to:
 - 1. Warning signs, barricades, delineators, lights, cones, etc.
 - 2. Flaggers with appropriate signs and ability to direct traffic through the work site.
- B. Traffic control shall be the sole responsibility of the Contractor.

1.02 QUALITY ASSURANCE

- A. Inspect site at least twice daily to verify all controls are in place and the site is in proper and safe condition throughout the progress of the work.

1.03 SUBMITTALS

- A. Traffic Control Plan: The Contractor shall submit one reproducible copy of the plan(s). Submit the plan as soon as possible after the Notice to Proceed and prior to the Pre-Construction Conference.
- B. The plan shall identify the means whereby partial or full disruption of traffic will be safely cared for.

1.04 JOB CONDITIONS

- A. The suggested procedure for maintaining traffic through the work zone is:
 - 1. Provide signing and traffic control devices in accordance with the short duration work zone methods.
 - 2. Provide flaggers as required to direct traffic through the work zone while the pavement is being placed and until traffic may safely proceed on the new pavement. Damage or blemishes which occur in the new pavement due to traffic shall be repaired as directed by the Superintendent of Public Works and at the total expense of the Contractor.
 - 3. Restore all streets to two way traffic during all non-work times (the street shall be left in a safe condition to allow such traffic).

4. Where utility covers are in the traffic lanes and traffic cannot safely drive over the covers, place reflectorized devices (cones, barrels or similar) until traffic may proceed. If the street will not be resurfaced the following day after adjustment of the utility cover, place an asphalt shim the next day to allow traffic to safely drive over the covers (for covers in the traffic lanes). Remove the shim for a depth of at least 1" just prior to placing the top course.
 5. Coordinate all blockage of drives with the affected property owners.
- B. No Street is to be closed completely to thru traffic unless a traffic control plan has been submitted to and approved by the Superintendent of Public Works and the appropriate signs are in place.
1. The City of Plattsburgh reserves the right to restrict the duration and scheduled closing of any street. The Contractor shall take all steps to minimize the time a street is to be closed to thru traffic.

PART 2 - PRODUCTS

2.01 TRAFFIC CONTROL PLAN

- A. Locate on the plan all signs and devices to be employed for the control of traffic. The plan shall indicate general sign locations for all work activity and a separate plan may be used to represent signing for specific type activities (e.g. curbing, sidewalk, improvements of roadway, etc.).
- B. The Contractor shall prepare the traffic control plan in conformance with the requirements of the NYS "Manual of Uniform Traffic Control Devices (MUTCD).
- C. Include on the plan, but do not necessarily limit control devices to:
1. Location of warning signs (indicate wording or symbols to be used);
 2. Location of delineators, barricades, cones or similar devices;
 3. Location of flagging stations.
- D. All work zone signs shall be reflectorized with black lettering on an orange background or as specified in the MUTCD. A sufficient number and type of signs and traffic control devices shall be provided in accordance with the MUTCD as follows:

OPERATION
Pavement Markings

MUTCD REFERENCE
Traffic Control & Work Zone Safety

PART 3 – EXECUTION

3.01 MAINTENANCE OF TRAFFIC

- A. The Contractor shall provide flagging stations as detailed by the traffic control plan or if deemed necessary by the Superintendent of Public Works in order to maintain a smooth and safe flow of traffic. Flaggers shall be provided with a hard hat, safety vest, flag or sign and shall direct and control traffic in a safe and MUTCD approved manner.
- B. The Contractor is responsible for contacting in advance the Police (563-3411) and Fire Department (561-2347) to constantly appraise them of traffic detours and road blockages.
- C. The Contractor shall provide and maintain at all times during the work an adequate ingress and egress for the residents and any businesses in or adjacent to the work site.
 - 1. Where new curb and/or sidewalk is freshly placed and vehicular access is not possible, provide temporary ramps, walks, bridges for pedestrian use and access. Such facilities shall of sufficient construction and be suitable for safe and easy use. Locate such ramps at convenient locations with maximum spacing of 150'.
- D. Emergency vehicle access shall be allowed within the work site at all times.
- E. The Contractor shall provide emergency service at nights and on the weekends should the work site need attention due to weather conditions or similar problems. An on-call number shall be given to the Superintendent of Public Works and Police Department.
- F. All traffic regulatory signs that must be removed while work progresses shall be temporarily relocated and shall remain in service as directed by the Superintendent of Public Works.

END OF SECTION

SECTION 01700
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
1. Closeout procedures
 2. Project Record Documents.
 3. Operation and Maintenance Data
 4. Warranties
 5. Spare Parts and Maintenance

1.02 DEFINITIONS

- A. "Date of Substantial Completion of the Work (or a portion thereof)." The date certified by the Superintendent of Public Works when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

1.03 CLOSEOUT PROCEDURES

- A. When the Contractor considers the Work has reached final completion, submit written certification that Contract Documents have been reviewed. Work has been inspected and that Work is complete in accordance with Contract Documents and ready for Engineer's Inspection.
- B. General: In order to ensure that all Contract requirements are met and that the Work is complete and acceptable, the following inspections will be made in addition to the normal daily inspections. The purpose of these inspections is to furnish the Contractor, in writing, list of Contract exceptions, omissions and incompletions in an orderly and timely way in order to reach Contract completion in an expeditious and satisfactory manner, and to establish a physical completion date.
1. Punch List Inspection: Such inspection will be made when the Work is substantially complete as determined by the Superintendent of Public Works. A copy of the punch list items to be completed by the Contractor will be furnished to the Contractor within three days after the punch list inspection.
 2. Joint Inspection for Physical Completion: The "Joint Inspection for Physical Completion" will be made to verify completion of the exceptions listed in the punch list inspection. The verification of the completeness of all exception items except minor deficiencies will enable the establishment

of the "Physical Completion Date." Such date shall be used in determining the commencement of the guarantee period and for the consideration of any liquidated damages. Any additional deficiencies found during this inspection shall be promptly corrected by the Contractor.

- C. Upon acceptance of all work as complete by the Superintendent of Public Works, the Contractor will be directed to submit the final application for payment together with all other required documentation and submittals.

END OF SECTION

SECTION 02514

REFLECTORIZED PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Epoxy Pavement Markings with reflective glass spheres for centerline lane lines, stop bars, crosswalks, and railroad crossing symbols.
- B. Related Work: Section 01510 Maintenance of Traffic

1.02 QUALITY ASSURANCE

- A. Qualifications of workers: Provide at least one person who shall be thoroughly trained and experienced in skills required, who shall be completely familiar with the design and application of work described for this Section, and who shall be present at all times during progress of the work of this Section and shall direct all work performed under this Section.

1.03 REFERENCE STANDARD

- A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

PART 2 - PRODUCT

2.01 REFLECTORIZED PAVEMENT PAINT

- A. Epoxy Paint Material Composition

Epoxy ReflectORIZED Pavement Marking materials and installation shall conform to NYSDOT SS Section 685 White and Yellow Epoxy ReflectORIZED Pavement Markings.

2.02 REFLECTIVE GLASS SPHERES

- A. The reflective glass spheres shall be the drop-on type and conform to the following requirements:
 - 1. The glass spheres shall be colorless; clean; free from milkiness or excessive air bubbles; and essentially clean from surface scarring or scratching. They shall be spherical in shape and at least 70% of the glass beads shall be true spheres when tested in accordance with ASTM D1155, Procedure A.
 - 2. The refractive index of the spheres shall be a minimum of 1.50 as determined by the liquid immersion method at 25 degrees C.
 - 3. The silica content of the glass spheres shall not be less than 60%.
 - 4. The crushing resistance of the spheres shall be as follows:
 - (a) A forty (40) pound dead weight, for 20 to 30 mesh spheres, shall be the average resistance when tested in accordance with ASTM D1213.
 - (b) Reflective glass spheres gradation shall conform to NYSDOT SS Table 727-03-2 Glass Sphere Gradation. (Note: Requests for optional gradations may be submitted to the Superintendent of Public Works for evaluation and approval).

PART 3 - EXECUTION

3.01 LOCATIONS

- A. The painted lines and symbols are to be placed at locations as directed by the Superintendent of Public Works.
- B. The estimated pavement marking quantities are as shown on the attached Bid Proposal Form.

3.02 APPLICATION OF EPOXY PAVEMENT MARKINGS

- A. Except as noted herein Epoxy Pavement Markings shall be applied with atomizing or airless type striping equipment. The striping equipment may be either truck-mounted or hand operated and shall be equipped with glass bead dispensing equipment. All equipment shall be compatible with and suitable for the application of the type of paint being used. Paint shall be applied in strict accordance with the manufacturer's recommendations for use.
- B. Applied markings shall have clean-cut edges, true and smooth alignment and a minimum uniform wet film thickness of 15 mils. Glass beads shall be applied uniformly over and into the wet paint film at the rate of 6 lbs. per gallon of paint. Glass bead dispensers shall be of a type that will mechanically and automatically

give such performance.

- C. Upon approval by the Superintendent of Public Works, paint rollers or brushes may be used for marking gore areas, letters, symbols, stop bars, short temporary detours or other such areas as directed by the Superintendent of Public Works. When rollers and brushes are allowed, glass beads shall be applied to the wet paint film at the specified rate and in a manner suitable to the Superintendent of Public Works. Paint rollers or brushes may be used for applying black paint over unwanted existing markings.

3.03 CONSTRUCTION DETAILS

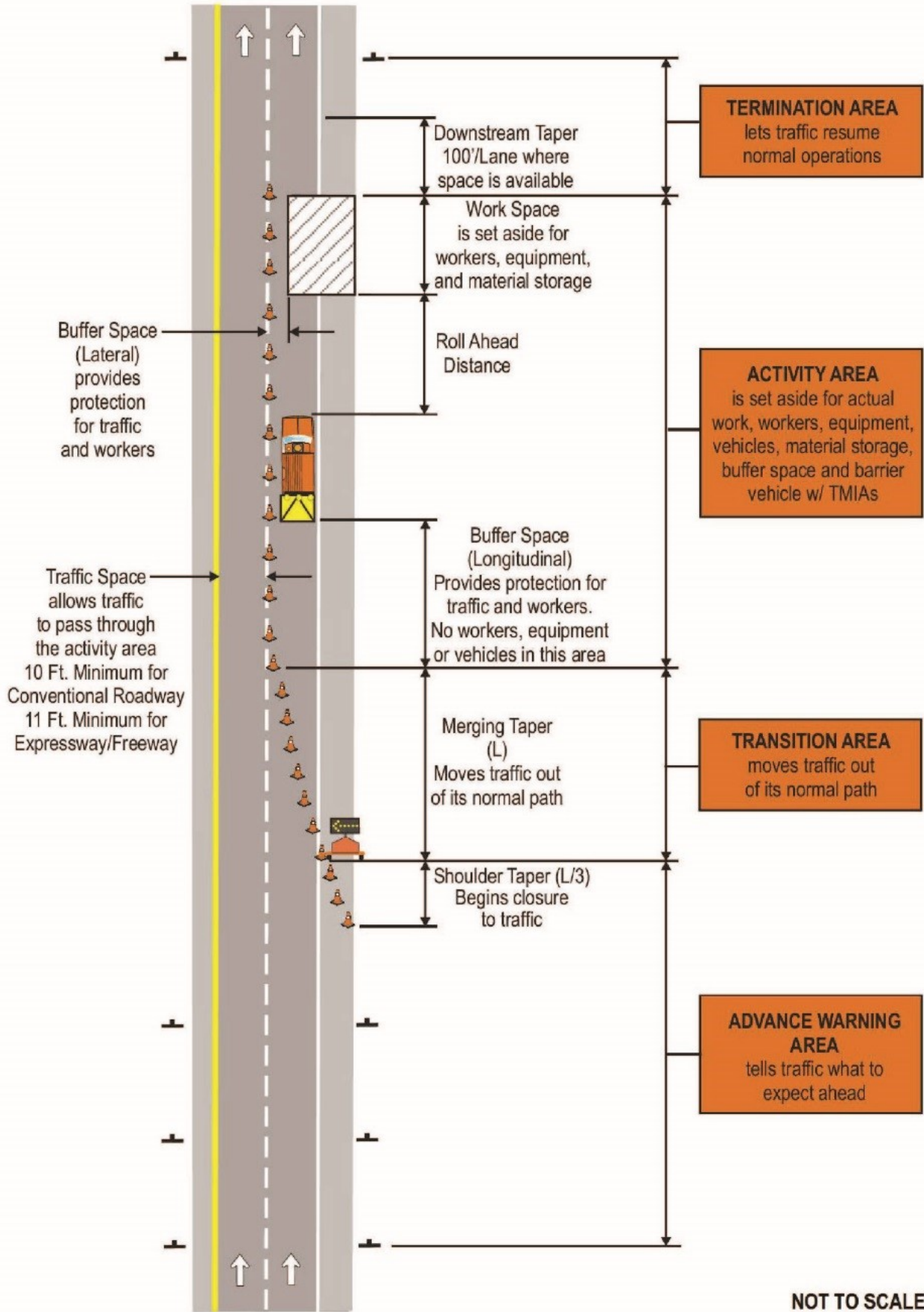
- A. Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Superintendent of Public Works. At least 5 days prior to starting striping, the Contractor shall provide the Superintendent of Public Works with the paint manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures. When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.
- B. The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed. The Contractor shall be responsible for removing, to the satisfaction of the Superintendent of Public Works, all tracking marks, spilled paint, and markings applied in unauthorized areas. When necessary, the Contractor shall establish marking line points at nine (9) meter intervals throughout the length of the pavement or as directed by the Superintendent of Public Works
- C. Epoxy application equipment shall be a truck-mounted self-contained pavement-marking machine specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The Superintendent of Public Works may approve the use of a portable applicator for use in applying special markings only, provided such equipment can demonstrate satisfactory application of epoxy markings in accordance with these specifications.

END OF SECTION

APPENDIX A

Traffic Control and Work Zone Safety

Components of a Work Zone Traffic Control Area



NOT TO SCALE

TABLE 1 : TAPER LENGTHS AND NUMBER OF CONES CHART

SPEED*	LANE TAPER : L (IN FT.)/# SKIP LINES/# OF CONES			SHOULDER TAPER: L/3 (IN FT.)/# SKIP LINES/# OF CONES	
	FOR LANE WIDTH			FOR SHOULDER WIDTH	
	10 FT	11 FT	12 FT	Less than 8 FT. (MIN -MAX)	8 FT OR WIDER (MIN)
25	120/3/4	120/3/4	140/3/5	20/1/2 - 40/1/2	40/1/2
30	160/4/5	180/5/6	180/5/6	20/1/2 - 40/1/2	40/1/2
35	220/6/7	240/6/7	260/7/8	40/1/2- 60/2/3	80/2/3
40	280/7/8	300/8/9	320/8/9	40/1/2 - 60/2/3	80/2/3
45	460/12/12	500/13/13	540/14/14	60/2/3 - 100/3/4	120/3/4
50	500/13/14	560/14/15	600/15/16	80/2/3 - 100/3/4	140/4/5
55	560/14/15	620/16/17	660/17/18	80/2/3 - 120/3/4	160/4/5
65	660/17/18	720/18/19	780/20/21	100/3/4 - 140/4/5	180/5/6

*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)

TABLE 2 : LENGTH OF LONGITUDINAL BUFFER SPACE	
SPEED*	BUFFER SPACE IN FT
25	155 (~4 Skip Lines)
30	200 (~5 Skip Lines)
35	250 (~6 Skip Lines)
40	305 (~8 Skip Lines)
45	360 (~9 Skip Lines)
50	425 (~11 Skip Lines)
55	495 (~13 Skip Lines)
65	645 (~16 Skip Lines)
*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	

TABLE 3.1 : ROLL AHEAD DISTANCE FT FOR BARRIER VEHICLE		
SPEED*	MIN	MAX
25	50	100
30		
35		
40		
45	75	150
50		
55	100	200
65		
*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)		

TABLE 3.2 : ROLL AHEAD DISTANCE IN FT FOR SHADOW VEHICLE (Shadow Vehicle at 15 m.p.h.)		
SPEED*	MIN	MAX
25	100	200
30		
35		
40		
45	150	250
50		
55	180	200
65		
*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)		

TABLE 4 : WORK DURATION

TERMINOLOGY	DEFINITIONS	EXAMPLE	NOTE
Incident Management Situations	Immediate response to an unforeseen situation	Debris on the highway Traffic accident Initial response to flooding and unforeseen road and bridge repairs	The immediate response to an unforeseen situation must be handled safely and make use of available devices and equipment available at that moment. Given the opportunity, however, longer-term (longer than 1 hour) incidents should be treated in a matter similar to a work zone of other temporary traffic control work sites and proper traffic control should be established as soon as possible. Response to an unforeseen situation is inherently more dangerous than a planned situation. Carefully consider the personal safety risks against the public safety needs when selecting a response to the incident. If the risks outweigh the public safety benefit, wait for assistance from police and other NYSDOT personnel and equipment.
Mobile Work	Work that moves intermittently or continuously.	Placing cones and/or signs for stationary work zones Herbicide spraying Sweeping operations Paint striping operations Removing animal carcass	Mobile work zones provide the lowest level of traffic control and safety and should only be used where the work at any specific location will be completed within 15 MINUTES.
Short Duration	Work that occupies a location for up to 1 hour.	Pot hole Repair Placing traffic counters Re-lamping traffic signals/ streetlights Minor guiderail repair Sign Repair	Due to the short work time, traffic control typical applications have been adjusted to reduce the risks and hazards of traffic exposure to workers. Careful consideration of traffic and roadway conditions must be given to each work zone prior to selecting the most appropriate traffic control set-up

TABLE 4 : WORK DURATION (continued)

TERMINOLOGY	DEFINITIONS	EXAMPLE	NOTE
Short-Term Stationary	Daytime work that occupies a location for more than 1 hour within a single daylight period.	Guiderail Repair Bridge Inspection/Repair Ditch Maintenance Concrete Roadway Repair	Short term stationary work areas are typically occupied by materials, equipment and workers, but the work area is cleared at the end of the workday and normal traffic flow restored. Traffic control typically includes signs on portable supports, cones or drums forming a taper and separating the workspace from traffic and flashing arrow boards or PVMS as needed. Buffer space or Barrier vehicles are required, and impact attenuators are required on the barrier vehicles if prevailing speeds are 45 mph or greater. Traffic control is removed at the end of the workday
Intermediate-Term Stationary	Intermediate-Term Stationary: Work that occupies a location more than one daylight period up to 3 consecutive days, or night time work lasting more than 1 hour.	Typically, the work area is occupied by excavations, materials, and/or equipment at times when workers are not present	Typically, the work area is occupied by excavations, materials, and/or equipment at times when workers are not present. Temporary traffic control requirements for these type operations are found in the 619 series of NYSDOT Standard Sheets.
Long-Term Stationary	Work that occupies a location for more than 3 consecutive days	Typically, the work area is occupied by excavations, materials, and/or equipment at times when workers are not present	Temporary traffic control requirements for these type operations are found in Section 619 of the NYSDOT Standard Sheets.

FIGURE 2: ADVANCE WARNING SIGNS
(Typically, a 3 Step Process)

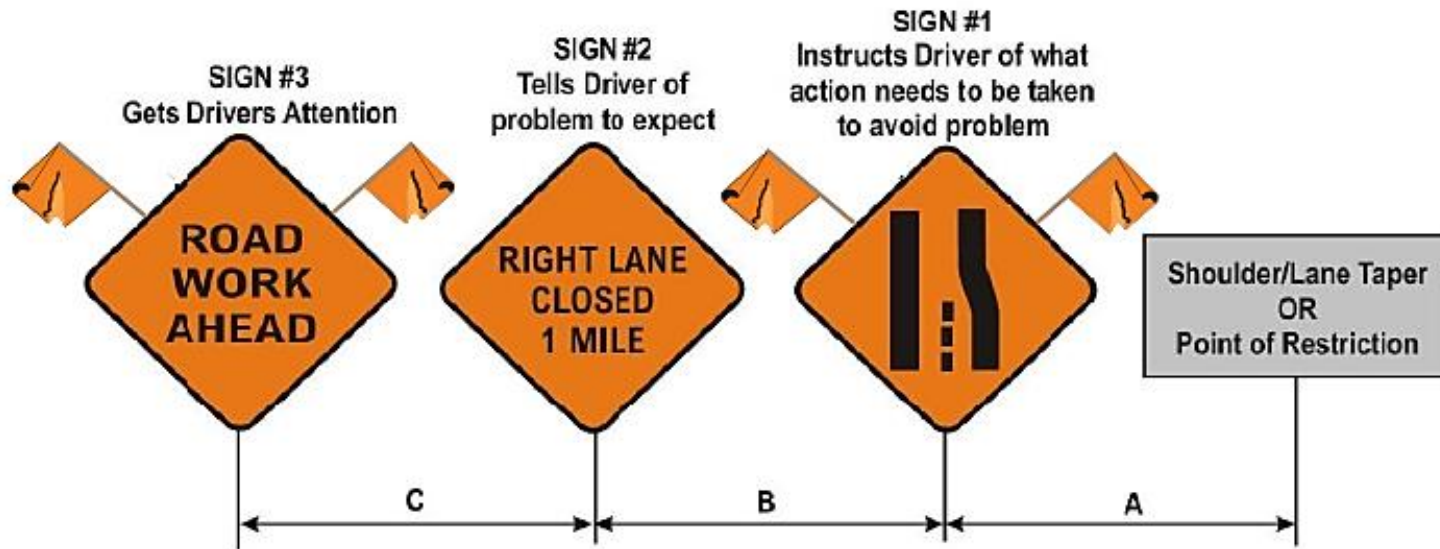
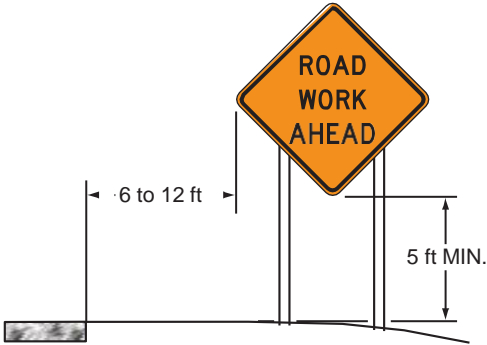


TABLE 5: ADVANCE WARNING SIGN SPACING

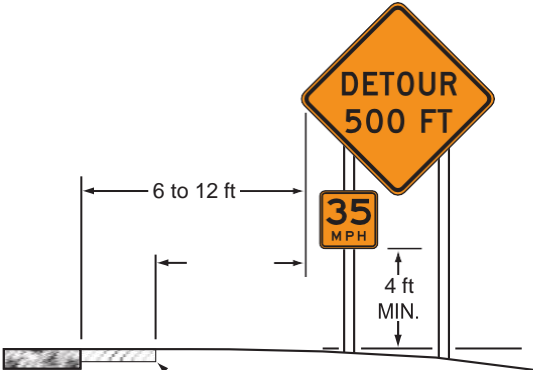
Roadway	SPEED*	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
		FOR LANE WIDTH			XX	YY
		A (FT.)	B(FT.)	C(FT.)		
URBAN LOW (≤30 MPH)	30	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH)	35	200	200	200		
	40					
URBAN HIGH (≥45MPH)	45	350	350	350	1000 FT.	AHEAD
RURAL		500	500	500	1500 FT.	1000 FT.
Expressway /Freeway		1000	1500	2460	1 MILE	1/2 MILE

*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)

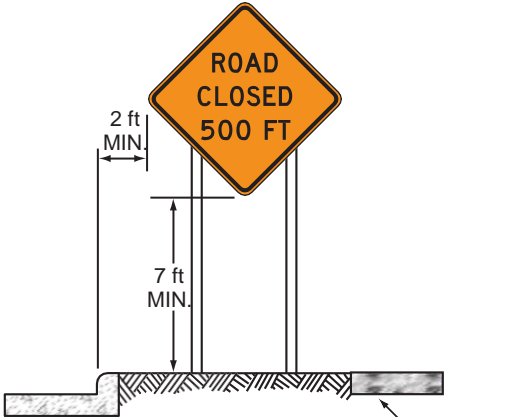
FIG -3 : HEIGHT AND LATERAL LOCATION OF SIGNS – TYPICAL APPLICATIONS



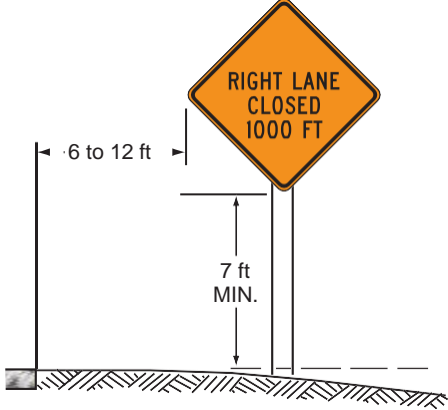
RURAL AREA



**RURAL AREA WITH
ADVISORY SPEED PLAQUE**



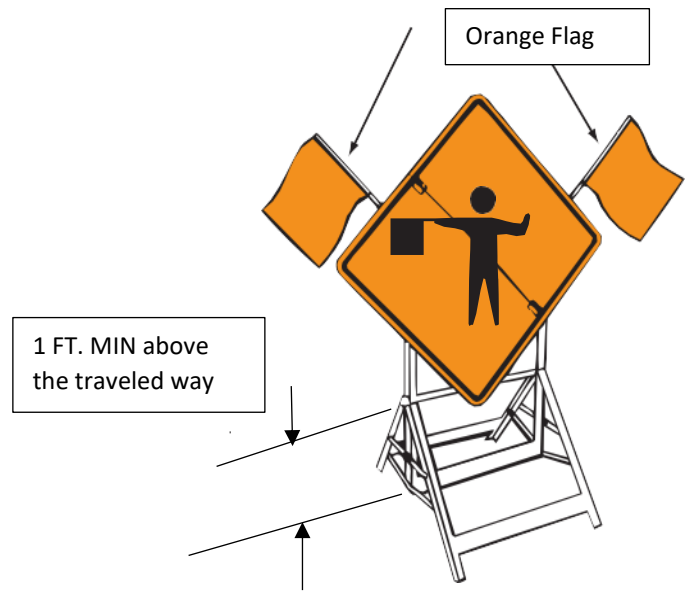
URBAN AREA



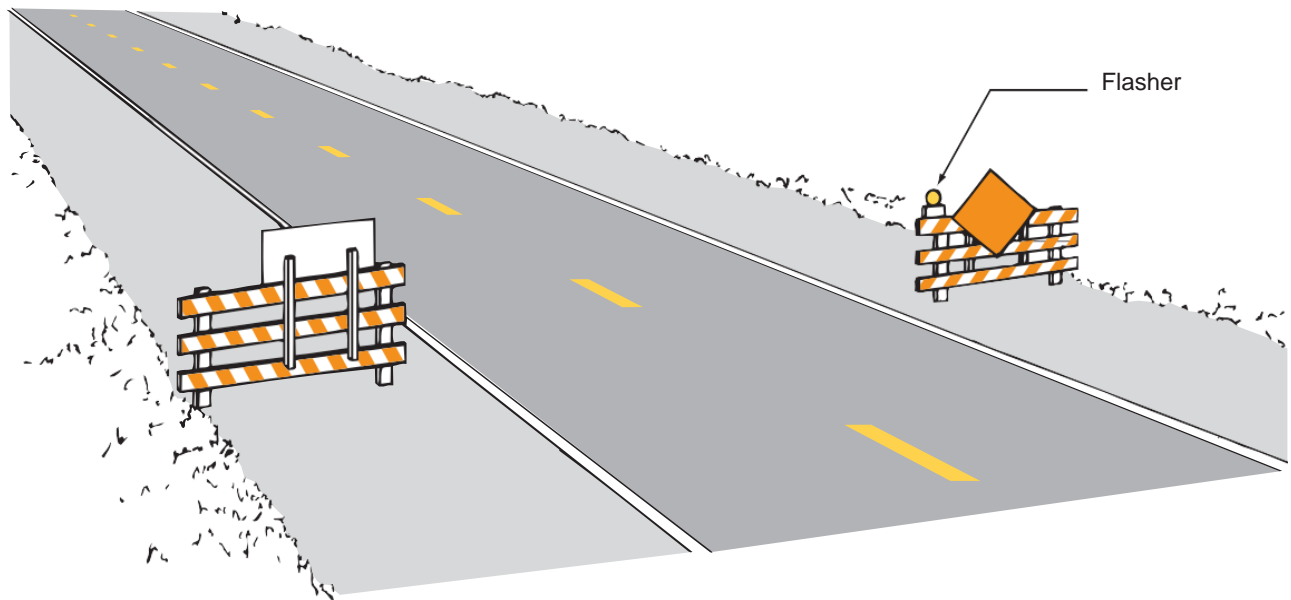
URBAN AREA

Source: Sect. 6F.03 MUTCD Edition 2009

FIG-4 : METHODS OF MOUNTING SIGNS OTHER THAN ON ON POSTS

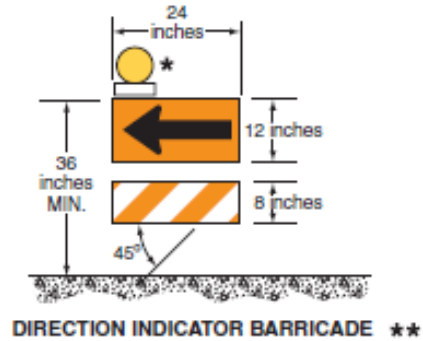
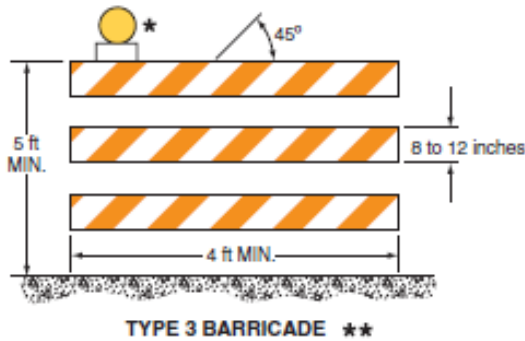
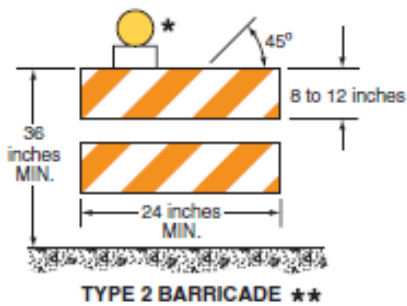
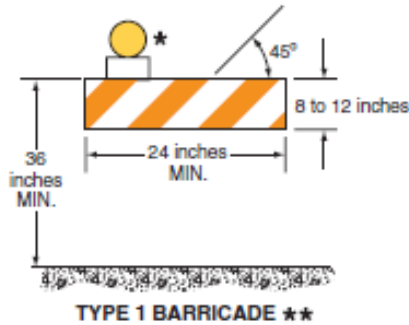
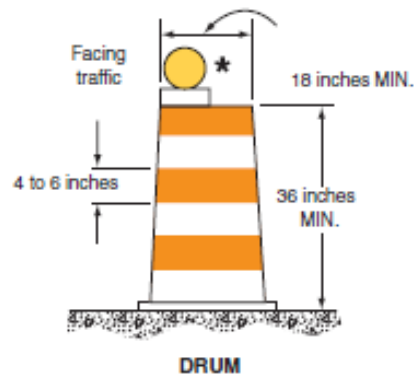
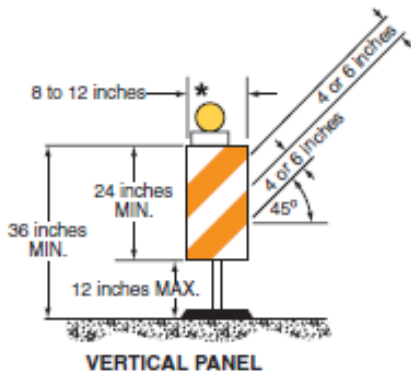
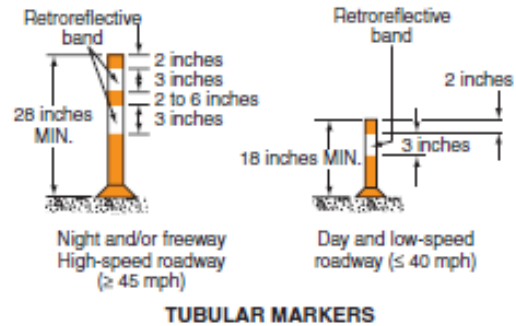
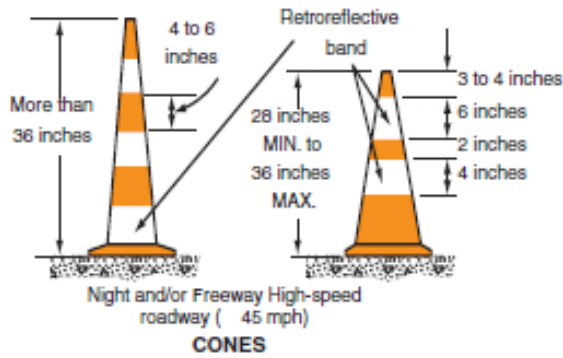


NYSDOT'S PROTECTIVE VEHICLE WITH TMIA



BARRICADES

FIG 5: CHANNELIZING DEVICES DIAGRAMS



* Warning lights
 ** Rail stripe widths shall be 6 inches, except that 4-inch wide stripes may be used if rail lengths are less than 36 inches. The sides of barricades facing traffic shall have retro-reflective rail faces.

FIG -6: ADVANCE WARNING ARROW DISPLAY SPECIFICATIONS

OPERATING MODE

PANEL DISPLAY (TYPE C PANEL ILLUSTRATION)

1. The following mode shall be provided
Flashing Arrow

(Right Arrow Shows; Left is Similar)



Move/Merge Right

2. The following mode shall be provided:
Flashing Caution



Caution



Source: Sect. 6F.61 MUTCD Edition 2009

TABLE 6 : ADVANCE WARNING ARROW DISPLAY

PANEL TYPE	MINIMUM SIZE IN INCH	MINIMUM LEGIBILITY DISTANCE IN MILE	MINIMUM NUMBER OF ELEMENTS
A	48x24	0.5 (1/2)	12
B	60x30	0.75(3/4)	13
C	96x48	1.0 (1)	15
D	None*	0.5 (1/2)	12

*** LENGTH OF ARROW EQUALS 48 INCH, WIDTH OF ARROWHEAD EQUALS 24 INCH**

Messages for Incident Management

	EACH PHASE OF MESSAGE SHALL DISPLAY A MINIMUM OF 2 SECONDS AND A MAXIMUM OF 4 SECONDS		
Condition / Event Scenario	Phase 1 Message	Phase 2 Message	Comments
When completely on the shoulder	SLOW DOWN	MOVE OVER	<ol style="list-style-type: none"> 1. Use on Multi-lane (one direction) roads ONLY 2. Message may be used if there is no other guidance to give to the traveling public and all vehicles and people are in the shoulder or off the roadway.
Lane Closure or Encroachment into the lane	LEFT LANE BLOCKED		<ol style="list-style-type: none"> 1. Use the word "BLOCKED" before emergency responders arrive and officially close the lane. 2. Use on multi-lane roadways ONLY. 3. Arrow shall be solid and static. No sequential or flashing modes are permitted.
	RIGHT LANE CLOSED		
Road / Bridge Closure	ROAD / BRIDGE CLOSED X MILE	USE ALTERNATE ROUTE	Distance should be measured in 1/2- or 1-mile increments.
	ROAD / BRIDGE CLOSED X FEET X MILE	REDUCE SPEED	Less than half a mile should be referenced in feet (e.g. – "1500 FEET")
	ROAD / BRIDGE CLOSED AHEAD	BE PREPARED TO STOP	
"Crash" Advance Warning	CRASH X MILE AHEAD	RIGHT / LEFT LANE / SHOULDER CLOSED	<ol style="list-style-type: none"> 1. Where X is 1/2 or 1 2. The message can be modified to align with the specifics of the incident – right lane, left lane, or shoulder.
	CRASH AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue. If traffic backs up so that it is upstream of the truck, the truck should reposition.

Messages for Incident Management

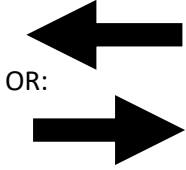
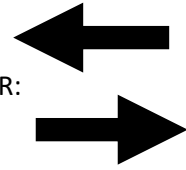
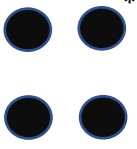
	EACH PHASE OF MESSAGE SHALL DISPLAY A MINIMUM OF 2 SECONDS AND A MAXIMUM OF 4 SECONDS		
Condition / Event Scenario	Phase 1 Message	Phase 2 Message	Comments
Flooding	FLOODING IN LANE		1. Use on Multi-lane (one direction) roads ONLY 2. Arrow shall be solid and static. No sequential or flashing modes are permitted
	FLOODING ½ 1 MILE	USE ALTERNATE ROUTE	The "ALTERNATE ROUTE" message should only be used if there is an exit downstream of the vehicle.
	FLOODING AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue. If traffic backs up so that it is upstream of the truck, the truck should reposition.
Emergency Roadwork	EMERGENCY ROADWORK X MILE	REDUCE SPEED	Distance should be measured in 1/2 or 1 mile increments.
	EMERGENCY ROADWORK AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue. If traffic backs up so that it is upstream of the truck, the truck should reposition.
	EMERGENCY ROADWORK LT/RT LANE		1. Use on Multi-lane (one direction) roads ONLY 2. Arrow shall be solid and static. No sequential or flashing modes are permitted
Storm damage / Response	STORM DEBRIS NEXT X MI	REDUCE SPEED	Distance should be measured in 1/2- or 1-mile increments.
	STORM DEBRIS AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue.
Caution / Hazard		* Flash rates shall not be less than 25 or more than 40 flashes per minute.	Used to provide advance warning of hazard condition until appropriately positioned to display advance warning sequences

FIG 7: USE OF HAND SIGNALING DEVICE BY FLAGGERS

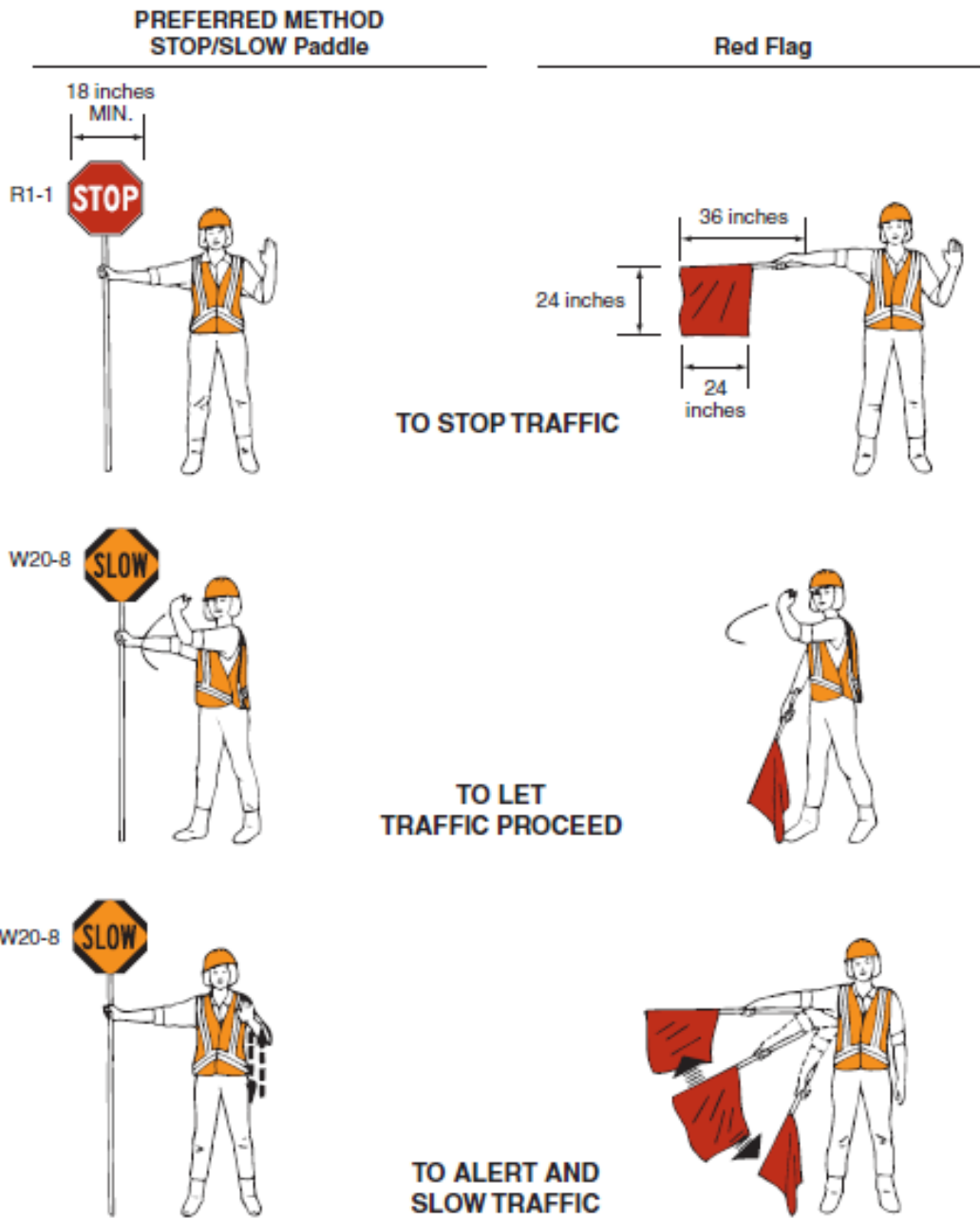
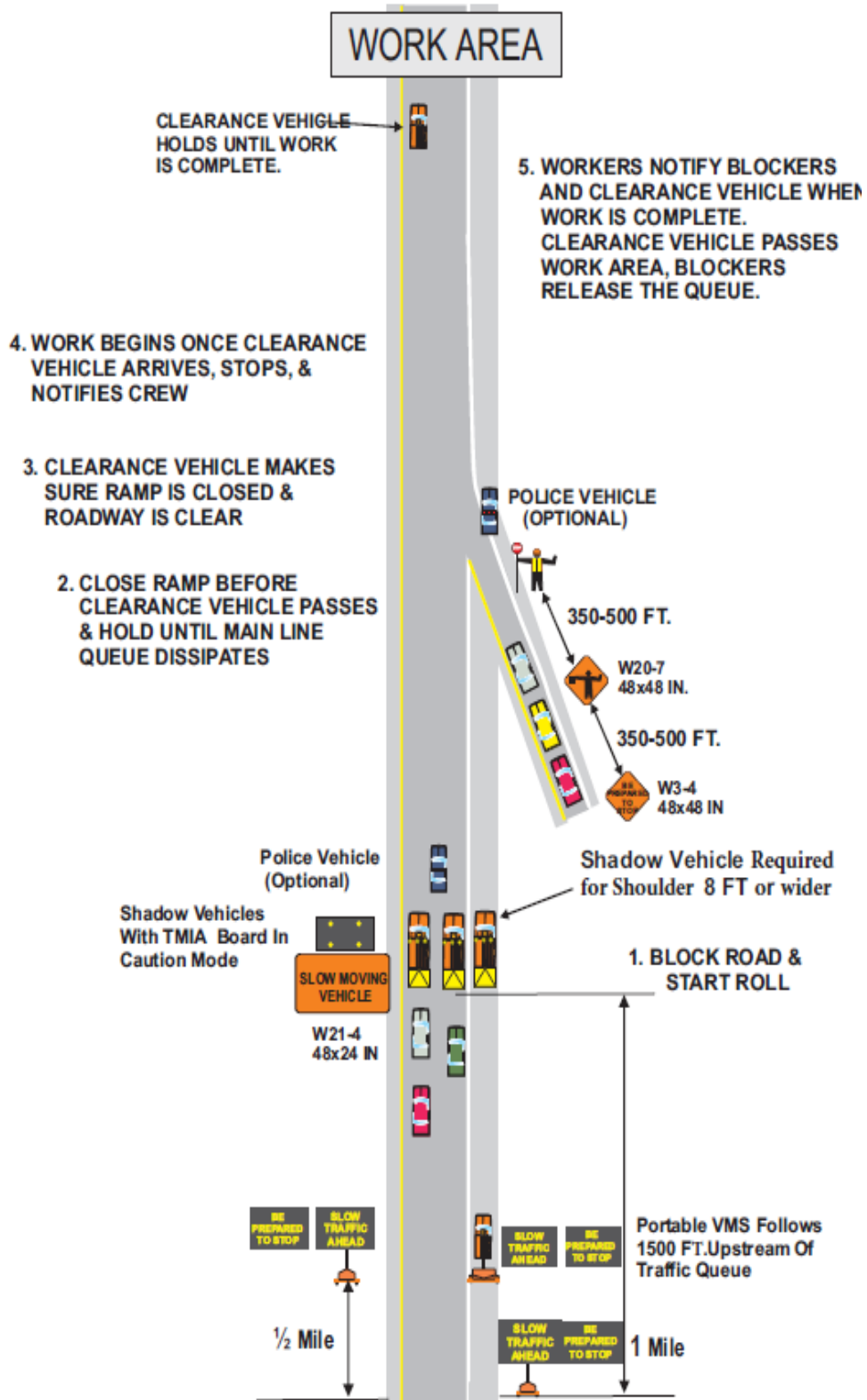
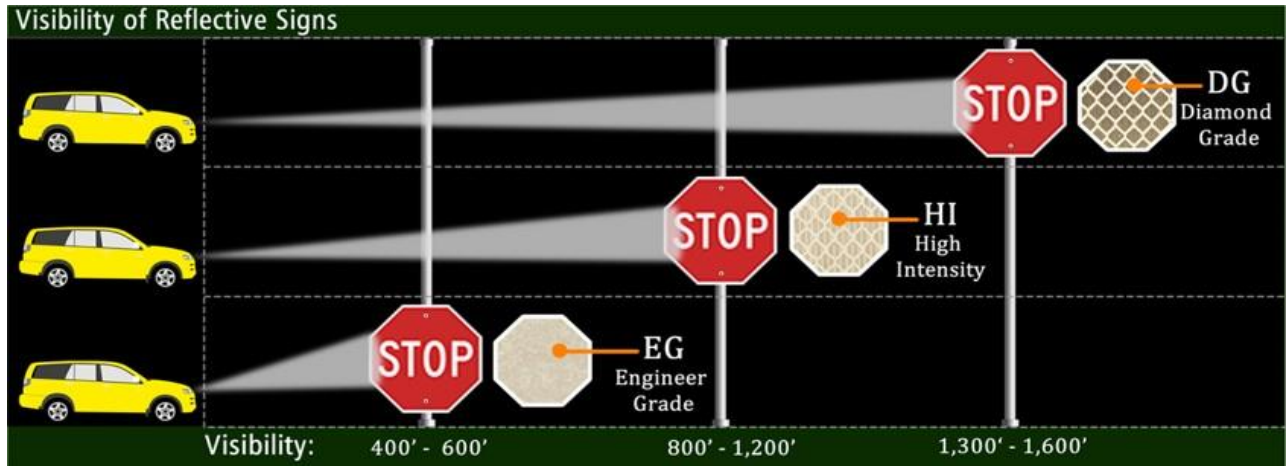


FIG 8: ROLLING ROAD CLOSURE DETAILS



NOT TO SCALE

EXAMPLES OF NIGHTTIME ENHANCEMENT



Retro Grade Chart



Retro Red Flag



Flash Light



Stop / Paddle with LED flash

APPENDIX B

New York Prevailing Wage Rate

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) 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

Clinton County General Construction

Boilermaker **05/01/2021**

JOB DESCRIPTION Boilermaker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour: 07/01/2020

Boilermaker \$ 35.23

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.42*
 + 1.23

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

OVERTIME PAY

See (B, E, Q) 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. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Six month 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%
\$22.90	\$22.90	\$24.66	\$26.42	\$28.18	\$29.95	\$31.70	\$33.47

SUPPLEMENTAL BENEFITS per hour:

\$ 19.00*	\$ 19.00*	\$ 19.92*	\$ 20.82*	\$ 21.73*	\$ 22.66*	\$23.60*	\$ 24.50*
+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23

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

6-175

Carpenter - Building **05/01/2021**

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour: 07/01/2020

Carpenter	\$ 27.57
Floor Coverer	27.57
Carpet Layer	27.57
Dry-Wall	27.57
Diver-Wet Day	61.25
Diver-Dry Day	28.57
Diver Tender	28.57

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 \$ 21.49

OVERTIME PAY

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

* Note - Saturday is 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

ALL APPRENTICES indentured prior to 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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CARPENTER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31	\$ 14.31
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PILEDRIIVER/DOCK BUILDER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
50%*	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:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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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-ClI

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

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:	07/01/2020	07/01/2021
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 31.48	\$ 1.15

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 23.65
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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:

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

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

Supplemental Benefits per hour:

1st year term	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

Carpenter - Heavy&Highway

05/01/2021

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2020	07/01/2021
		Additional
Carpenter	\$ 33.82	\$ 1.40
Piledriver	33.82	1.40
Diver-Wet Day	58.82	1.40
Diver-Dry Day	34.82	1.40
Diver-Tender	34.82	1.40

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 \$2.00 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 \$2.00 per hour.

- Certified welders when required to perform welding work will receive an additional \$1.50 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 \$ 23.10

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.

REGISTERED APPRENTICES

ALL APPRENTICES indentured prior to 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27
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CAPRENTER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 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:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27	\$ 14.27
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PILEDRIIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

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:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27
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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 \$2.00 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 \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/2020	04/01/2021	04/01/2022 Additional
Electrician	\$ 36.00	\$ 37.00	\$ 1.65
Teledata	36.00	37.00	
Welder	38.00	39.00	

NOTE: Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.
- Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM	regular wage rate
2nd shift:	4:30 PM to 1:00 AM	regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM	regular wage 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. 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:	\$ 21.23 *plus 5.75% of gross wage	\$ 21.83 *plus 5.75% of gross wage
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* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME 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) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyman's wage.

	1-1000 45%	to 2000 50%	to 3500 55%	to 5000 60%	to 6500 70%	to 8000 80%
07/01/2020						
Electrician	\$16.20	\$18.00	\$19.80	\$21.60	\$25.20	\$28.80
Tunnel	\$17.70	\$19.50	\$21.30	\$23.10	\$26.70	\$30.30
04/01/2020						
Electrician	\$16.65	\$18.50	\$20.35	\$22.20	\$25.90	\$29.60
Tunnel	\$18.15	\$20.00	\$21.85	\$23.70	\$27.40	\$31.10

SUPPLEMENTAL BENEFITS per hour:

	07/01/2020	04/01/2021
Appr 1st & 2nd term	\$ 10.27 * plus 5.75% of gross wage	\$ 10.52 * plus 5.75% of gross wage
Appr All other terms	\$ 21.23 * plus 5.75% of gross wage	\$ 21.83 * plus 5.75% of gross wage

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

Elevator Constructor

05/01/2021

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

07/01/2020 01/01/2021

Mechanic \$ 47.51 \$49.10

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

07/01/2020 01/01/2021

Journeyman/Helper \$ 34.765* \$ 35.825*

(*)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

05/01/2021

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

07/01/2020 5/01/2021

Glazier Base Wage \$ 30.75 Additional \$ 1.75
 + additional \$2.20 per hour for all hours worked

High Work Base Wage* 32.65
 + additional \$3.55 per hour for all hours worked

(*)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 \$ 20.21
 Journeyman
 High Work 25.51

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**

**SHIFT RATE STOPS AFTER 6:30AM

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 One Year and 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$2.20 per hour for all hours worked for all terms

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

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$3.55 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.54
2nd-4th term	20.21
Apprentice High Work	
1st term	19.49
2nd-4th term	25.51

1-201

Insulator - Heat & Frost **05/01/2021**

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES
 Clinton, Franklin

WAGES

Wages per hour 07/01/2020

Asbestos Worker*	\$ 30.91
Insulator*	30.91

Firestopping Worker* 30.91

(*)On Mechanical Systems only.

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

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 22.78

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 \$ 22.78

1-40/CF

Ironworker

05/01/2021

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, Perth, 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 Worchester.

WAGES

Wages 07/01/2020

Per hour

Ornamental	\$ 32.10
Reinforcing	32.10
Rodman	32.10
Structural & Precast	32.10
Mover/Rigger	32.10
Fence Erector	32.10
Stone Derrickman	32.10
Sheeter	32.35
Curtain Wall Installer	32.10
Metal Window Installer	32.10

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPERSON \$ 29.51

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

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2020
1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50
Supplemental Benefits per hour worked	
1st year	\$ 11.50
2nd year	22.92
3rd year	24.54
4th year	26.18

1-12

Laborer - Building

05/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP A: All Laborers (except as noted)

GROUP B: Asbestos & Hazardous Waste Work.

GROUP C: Solar/Wind projects*

Per hour:	07/01/2020	07/01/2021	07/01/2022	07/01/2023
		Additional	Additional	Additional
Group A	\$ 24.73	\$ 1.10	\$ 1.15	\$ 1.25
Group B	26.23	1.10	1.15	1.25
Group C	25.23	1.10	1.15	1.25

* Applies when performing delivery handling and site readiness for all solar panel and wind turbine projects, whether on land or water.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.09

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:

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3,001-4,000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822ew

Laborer - Heavy&Highway

05/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & 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 Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour:	07/01/2020	07/01/2021
		Additional
GROUP A	\$ 26.67	\$ 1.60
GROUP B	26.87	1.60
GROUP C	27.07	1.60
GROUP D	27.27	1.60
GROUP E	29.37	1.60

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.85

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 a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's GROUP B wage.

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822/2h

Laborer - Tunnel

05/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

GROUP A: General Laborer

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work. Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Per hour:	07/01/2020	07/01/2021
		Additional
GROUP A	\$ 29.85	\$ 1.60
GROUP B	30.05	1.60
GROUP C	32.35	1.60

NOTE: A single irregular work shift shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.85

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 a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour:

Terms are at the following percentage of GROUP B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822T

Lineman Electrician

05/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

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

07/01/2020

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80

Equipment Mechanic	42.80
Flagman	32.10

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	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60
Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	32.89

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	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	33.61

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 (also required on non-worked holidays):

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

Journeyman \$ 24.90
 *plus 6.75% of
 hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

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: Same as Journeyman

6-1249a

Lineman Electrician - Teledata 05/01/2021

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).

07/01/2020 01/01/2021

Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

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:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*plus 3% of 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

05/01/2021

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/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/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: 07/01/2020

Lineman, Technician	\$ 46.20
Crane, Crawler Backhoe	46.20
Certified Welder	48.51
Digging Machine	41.58
Tractor Trailer Driver	39.27
Groundman, Truck Driver	36.96
Equipment Mechanic	36.96
Flagman	27.72

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):

Journeyman \$ 24.90
*plus 6.75% of

hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
 Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

	07/01/2020
1st term	\$ 27.72
2nd term	30.03
3rd term	32.34
4th term	34.65
5th term	36.96
6th term	39.27
7th term	41.58

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

05/01/2021

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:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94
Flag person	11.80	12.50*	12.50	12.94

*RATE GOES INTO EFFECT 12/31/2020

SUPPLEMENTAL BENEFITS

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

	07/01/2020	01/03/21	01/02/22	01/01/23
Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage

* 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, 16, 25) 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

Mason - Building

05/01/2021

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 07/01/2020

Tile/Marble/Terrazzo

Setter \$ 36.06
Finisher 28.16

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 \$ 20.78
Journeyman Finisher 17.93

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

07/01/2020

Setter:
1st term 0-500 hrs \$ 12.23
2nd term 501-1500 hrs 12.23
3rd term 1501-2500 hrs 16.51
4th term 2501-3500 hrs 16.51
5th term 3501-4500 hrs 18.64
6th term 4501-6000 hrs 20.78

Finisher:

1st term 0-500 hrs	\$ 11.58
2nd term 501-1500 hrs	11.58
3rd term 1501-2500 hrs	14.76
4th term 2501-3700 hrs	14.76

12-2TS.1

Mason - Building

05/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Clinton, Essex, Franklin

PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES

Per hour 07/01/2020

Bricklayer	\$ 33.50
Cement Finisher	33.50
Plasterer/Fireproofers*	33.50
Pointer/Caulker/Cleaner	33.50
Stone Mason	33.50
Acid Brick	34.00

(*Fireproofers on 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 \$ 20.41

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 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 12.46
All others	\$ 20.41

12-2b.8

Mason - Heavy&Highway

05/01/2021

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

07/01/2020

Mason &
 Bricklayer \$38.95

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 \$ 20.79

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
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

\$ 20.79

12-2hh.1

Millwright

05/01/2021

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour: 07/01/2020

Building \$ 29.25
 Heavy & Highway 31.25

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 \$ 23.89

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 journeymans rate.

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.00
2nd term	20.02
3rd term	21.31
4th term	22.60

2-1163.2

Operating Engineer - Building

05/01/2021

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 Bedelt Road then east along Bedelt 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,whirlies, 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, beltcrete 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

	07/01/2020	07/01/2021
Class # A1	\$ 45.67	46.71
Class # A	45.18	46.22
Class # B	44.16	45.20
Class # C	41.26	42.30

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.

SUPPLEMENTAL BENEFITS

Per hour		
	07/01/2020	07/01/2021
Journeyman	\$ 28.25	29.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: 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 Saturday 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

	07/01/2020	07/01/2021
All terms	\$ 23.55	24.70

1-158 Alb

Operating Engineer - Heavy&Highway

05/01/2021

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 Bedelt Road then east along Bedelt 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 selfpropelled), 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

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

	07/01/2020	07/01/2021
Master Mechanic	\$ 47.88	\$ 49.43
Class A*	46.27	47.82
Class B	45.36	46.91
Class C	42.79	44.34

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	\$ 28.45	\$ 29.60
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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

	07/01/2020	07/01/2021
All Terms	\$ 23.85	\$ 25.00

1-158H/H Alb

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2020	10/01/2020
All Classes A & B	\$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours	11.38 plus 8% of straight time wage, Overtime hours

add \$ 0.33

add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarDredge

Operating Engineer - Survey Crew

05/01/2021

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, Niagara, 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.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 26.30
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OVERTIME PAY

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

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:

07/01/2020

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	21.10
2001-3000	24.13

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2021

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, Niagara, 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.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

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	\$ 26.30
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OVERTIME PAY

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

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:

07/01/2020

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	\$ 21.10
2001-3000	\$ 24.13

12-158-545 DCE

Operating Engineer - Tunnel

05/01/2021

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 Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine (Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; 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.); Guniting 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 Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinus Widener; Shell Winder; Steam Cleaner; Tractor

Per hour:	07/01/2020	07/01/2021	07/01/2022
Master Mechanic	\$ 49.45	\$ 51.00	\$ 52.60
CLASS A	47.04	48.59	50.19
CLASS B	45.82	47.37	48.97
CLASS C	43.03	44.58	46.18
CLASS D	40.02	41.57	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	\$ 51.04	\$ 52.59	\$ 54.19
Crane 2	50.04	51.59	53.19
Crane 3	49.04	50.59	52.19

SUPPLEMENTAL BENEFITS

Per hour:			
	\$ 21.90	\$ 22.80	\$ 23.70
	+ 8.85*	+ 9.10*	+ 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

05/01/2021

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Clinton, Franklin

WAGES

Per hour

07/01/2020

Painter\Wallcover	\$ 30.49
Drywall Finishers	30.49
Spray Rate	30.49
Structural Steel*	31.49
Lead Abatement	31.49
Lead Abatement on Structural Steel	32.49

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

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 15.75

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 6:30 AM PLUS \$1.00 TO APPLICABLE RATE**

**SHIFT RATE STOPS AFTER 6:30AM

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 Journeyperson's wage.

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

Supplemental Benefits per hour

All terms \$ 15.75

Painter - Bridge & Structural Steel

05/01/2021

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

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:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

* 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

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10	\$ 20.60	\$ 21.20
	+ 3.15*	+ 3.45*	+ 3.86*
2nd year	\$ 30.15	\$ 30.90	\$ 31.80
	+ 4.73*	+ 5.18*	+ 5.78*
3rd year	\$ 40.20	\$ 41.20	\$ 42.40
	+ 6.30*	+ 6.90*	+ 7.71*
Supplemental Benefits - Per hour:			
1st year	\$.25	\$.25	\$.25
	+ 11.86*	+ 12.00*	+ 12.24*

2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

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

8-DC-9/806/155-BrSS

Painter - Line Striping **05/01/2021**

JOB DESCRIPTION Painter - Line Striping

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:

Painter (Striping-Highway):	07/01/2020	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 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:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 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:

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

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

8-1456-LS

Painter - Metal Polisher **05/01/2021**

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

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:

	07/01/2020
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	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

Plumber

05/01/2021

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Clinton, Warren, Washington

PARTIAL COUNTIES

Saratoga: Entire county except the Townships of Stillwater, Halfmoon, Galway, Milton, Charlton, Clifton Park and City of Mechanicville.

WAGES

Per hour

07/01/2020	05/01/2021
	Additional

Plumber &

Steamfitter \$ 38.30 \$1.30

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 20.85
 +10.63*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
 Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a 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 Journeyman's wage

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

Supplemental Benefits per hour worked

1st yr	\$ 17.93 + 5.32*
2nd yr	18.51 + 6.38*
3rd yr	19.10 + 7.44*
4th yr	19.68 + 8.50*
5th yr	20.27 + 9.57*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

1-773-SF

Roofer

05/01/2021

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2020	07/01/2021 Additional
Roofer/Waterproofer	\$ 32.05	\$1.50
Asphalt Cold Process	32.55	
Fluid Applied Roof	32.55	
Pitch & Asbestos	34.05	

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 \$ 20.27

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%
1500 hrs.

2nd Term 74%
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 \$ 18.69
2nd Term 19.12
3rd Term 19.60

1-241

Sheetmetal Worker

05/01/2021

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

07/01/2020 06/01/2021
Additional
\$ 1.75

Sheetmetal Worker \$34.02

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 \$33.94

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 \$18.89
2nd term \$20.48
3rd term \$21.28
4th term \$22.08
5th term \$20.86

6th term	\$21.90
7th term	\$23.63
8th term	\$25.36
9th term	\$27.09
10th term	\$28.83

Supplemental Benefits per hour

1st term	\$20.91
2nd term	21.55
3rd term	21.84
4th term	22.27
5th term	28.46
6th term	28.89
7th term	29.62
8th term	30.34
9th term	31.06
10th term	31.78

1-83

Sprinkler Fitter **05/01/2021**

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	07/01/2020
Sprinkler Fitter	\$ 35.01

SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 26.62
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of journey person's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 16.94	\$ 18.82	\$ 20.44	\$ 22.31	\$ 24.18	\$ 26.05	\$ 27.92	\$ 29.79	\$ 31.67	\$ 33.54

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95

1-669

Teamster - Building **05/01/2021**

JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.
 Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP #1: Fuel Trucks, Fork Lift* (Warehouse Area Only), Warehouse*, Yardman*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics & Batch Trucks.

GROUP #3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP #4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2020

GROUP #1	\$ 26.50
GROUP #2	27.50
GROUP #3	27.60
GROUP #4	26.76

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-687B

Teamster - Heavy&Highway

05/01/2021

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen,Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

There shall be a twelve (12) month carryover of the negotiated rate in effect at the time of the bid.

GROUP #1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Truck Tiremen, Mechanics Helpers/Parts Chasers, Fork Lift* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2020

GROUP #1	\$ 28.59
GROUP #2	28.81

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.39

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 a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

Welder

05/01/2021

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 07/01/2020

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

Clinton County Residential

Electrician - Residential **05/01/2021**

JOB DESCRIPTION Electrician - Residential

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.

Per hour: 07/01/2020
Residential-Rehab
Electrician \$ 23.40

NOTE: THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT 8:00AM - 4:30PM \$ 23.40
2ND SHIFT 4:30PM - 1:00AM 27.44
3RD SHIFT 12:30AM - 9:00AM 30.74

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 13.73 plus
5.75% of wage*

*NOTE: The 5.75% 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) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour: Six month terms

	1st	2nd	3rd	4th	5th	6th
07/01/2020	\$12.39	\$12.98	\$14.16	\$16.20	\$18.00	\$19.80
12/31/2020	\$12.50	\$12.98	\$14.16	\$16.20	\$18.00	\$19.80

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-910 r

Laborer - Residential **05/01/2021**

JOB DESCRIPTION Laborer - Residential

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

NOTE: For the construction of one and two family homes, row housing and garden type homes or apartments, four stories or less, and "related" services including demolition, repair and alteration on any existing structure which is intended for residential use and all ancillary structures and services building relating to the residential structures.

Per hour: 07/01/2020
Residential Laborer \$ 18.68

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

\$ 23.09

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

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

*Rate Effective 12/31/2020: \$12.50

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822r-ew

Mason - Residential

05/01/2021

JOB DESCRIPTION Mason - Residential

DISTRICT 12

ENTIRE COUNTIES

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

WAGES

IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, this article shall be applicable only to site construction of all new work done by the Employer on one (1) family, two (2) family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour

07/01/2020

Bricklayer	\$ 22.96
Cement Mason	22.96
Plasterer	22.96
Point/Caulk/Clean	22.96
Acid Brick	22.96

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 11.74

OVERTIME PAY

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

HOLIDAY

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

12-2r.z1

Mason - Tile Setter & Finisher - Residential

05/01/2021

JOB DESCRIPTION Mason - Tile Setter & Finisher - Residential

DISTRICT 12

ENTIRE COUNTIES

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

WAGES

IMPORTANT NOTE: Applies to the construction of one family, two family row housing, townhouses, apartments, condominiums and garden type projects or a combination thereof, together with related service buildings and facilities which construction work may be performed wholly on-site or may consist of the assembly of off-site produced modules or components but any of which living units are in the finished form no more than two (2) stories high and are to be utilized solely as dwellings.

Per hour

07/01/2020

Tile/Marble/Terazzo

Setter	\$ 23.80
Finisher	19.08

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter \$ 8.15
 Journeyman Finisher 8.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

12-2TSFr

Operating Engineer - Residential

05/01/2021

JOB DESCRIPTION Operating Engineer - Residential

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 then north along Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Route 44 and along Route 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour

07/01/2020

Journeyperson
 All Clasifications 41.26

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson
 All Clasifications 21.28

OVERTIME PAY

See (B, E2, *H) on OVERTIME PAGE

*If Labor Day is worked, the rate of pay shall be at double time rate.

HOLIDAY

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

1-158r Alb

Plumber - Residential

05/01/2021

JOB DESCRIPTION Plumber - Residential

DISTRICT 1

ENTIRE COUNTIES

Clinton, Warren, Washington

PARTIAL COUNTIES

Saratoga: Saratoga: Entire county except the Townships of Stillwater, Halfmoon, Galway, Milton, Charlton, Clifton Park and City of Mechanicville

WAGES

IMPORTANT NOTE: Applicable solely to new construction of up to, and including apartments with three floors of living accommodations with a maximum of 24 apartments per building, new houses, and repair and maintenance of old residential housing and the above. Also covers all plumbing in connection with sewers and water mains on highways, streets and roadways up to five (5) feet from any building when the residential rate applies.

Per hour

07/01/2020

05/01/2021

Plumber &
 Steamfitter \$ 34.30 Additional \$1.30

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 20.85
+ 10.63*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

OVERTIME PAY

See (B2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE

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

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a 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 Journeyman's wage

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

Supplemental Benefits per hour worked

1st yr \$ 17.93 + 5.32*
2nd yr 18.51 + 6.38*
3rd yr 19.10 + 7.44*
4th yr 19.68 + 8.50*
5th yr 20.27 + 9.57*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

1-773r-SF

Sprinkler Fitter - Residential

05/01/2021

JOB DESCRIPTION Sprinkler Fitter - Residential

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

IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour

07/01/2020

Sprinkler \$ 26.26
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 26.62

OVERTIME PAY

See (B, H) 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.

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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