

**TOWN OF UNION  
BROOME COUNTY, NEW YORK**

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**FOR**

**TOWN OFFICE BUILDING EGRESS STAIR  
REPLACEMENT**



**TOWN OF UNION**

**ENGINEERING DEPARTMENT**

**COMMISSIONER OF PUBLIC WORKS  
LOUIS V. CAFORIO**

**PREPARED BY:**



EXP. MAY 31, 2023

**March 29, 2023**

CPL PROJECT NO. 16723.04



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## **PART I**



## NOTICE TO BIDDERS

The Town of Union, New York invites sealed bids for

### **TOWN OFFICE BUILDING EGRESS STAIR REPLACEMENT**

Bids for the Construction of the Project will be received at the Town of Union Town Hall at 3111 East Main Street, Endwell, NY 13760 at the Town Clerk's Office, until Tuesday, May 2, 2023 at 10:00 a.m. At that time, the Bids will be publicly opened and read in the Town Supervisor's Conference Room.

The Project includes the following Work:

Construction of exterior metal stairs and associated construction.

The Issuing Office for the Bidding Documents is: CPL, 59 Court Street, Suite 400, Binghamton, NY 13901. Prospective Bidders shall request electronic Bidding Documents from the Issuing Office by contacting Domenic Emilio at [demilio@cplteam.com](mailto:demilio@cplteam.com). There will be no cost for electronic documents. Obtaining any hard copy prints will be the sole responsibility of the Prospective Bidders. Partial sets of the Bidding Documents will not be available from the Issuing Office.

Bidding Documents also may be examined at Town of Union Clerk's, Town Hall 3111 East Main Street, Endwell, NY 13760 on Mondays through Fridays between the hours of 9:00 a.m. and 3:00 p.m.

Direct any requests for further information in writing no later than seven (7) days before bid opening to CPL, ATTN: Domenic Emilio at [demilio@cplteam.com](mailto:demilio@cplteam.com) or by mail to CPL, 59 Court Street, Binghamton, NY 13901, ATTN: Domenic Emilio.

Each bid must be accompanied by a Bid Security in the amount of ten percent (10%) of the base bid in the form of a bid bond or certified check, made payable to the Town of Union.

Contractors shall document good faith efforts to solicit active participation by Minority/Women-owned Business Enterprises (M/WBE) for provision of labor and/or materials as appropriate.

The Town of Union is an Equal Opportunity Employer and encourages all Section 3 and Minority/Women-Owned Business Enterprises (M/WBE) to submit proposals.

No bidder may withdraw his bid within 45-days after the actual bid opening thereof, in accordance with the New York State General Municipal Law, Section 105.

The bidders should not include in their bid Sales and Compensating Use Taxes on the cost of the materials which are to be incorporated in the Project and which are to be separately sold by the Bidder to the municipality prior to incorporation into the Project.

MARCH 29, 2023

In accordance with New York State General Municipal Law, Section 103, the Town reserves the right to waive any informalities in, or to reject any or all bids.

A bid guarantee in the form of cash, certified check or bid bond in the amount of ten percent (10%) of the proposal will be required of all bidders.

The Town Board reserves the right to reject any and all bids and to re-advertise for bids at its discretion.

TOWN OF UNION, NEW YORK



## INSTRUCTIONS TO BIDDERS

Sealed proposals shall be submitted in accordance to the Notice to Bidders. Proposals shall be hand or typewritten in black ink on the form furnished and shall be enclosed in a sealed envelope endorsed with the name of the bidder and the name of the contract. The bidder shall not change the wording of the proposal, any explanatory matter which the bidder may wish to submit shall be in the form of a separate letter accompanying the proposal.

Bidders shall make a personal examination of the site of the work, the drawings and specifications, and the other contract documents, and shall inform themselves by such means as they prefer as to the difficulties to be experienced in fulfilling the contract, before submitting their bids.

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the drawings or specifications and will be furnished to all bidders and its receipt by the bidder shall be acknowledged. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents.

Each proposal shall be accompanied by cash, certified check, or bid bond acceptable to the owner, in an amount not less than ten percent (10%) of the proposal payable without condition to the owner as a guaranty that the bidder, if awarded the contract, will execute the Agreement.

The bidder whose proposal is accepted shall, within ten (10) calendar days after receiving Notice of Award, execute the agreement in accordance with the proposal and the other contract documents, and furnish a performance bond in the amount of one-hundred percent (100%) of the contract amount for the faithful performance of the contract. The Contractor must also furnish a payment bond in the amount of one-hundred percent (100%) of the contract amount to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

In the event the bidder fails or neglects to execute the contract as required, the Owner will consider that the bidder has abandoned the contract, and the proposal guaranty accompanying his proposal shall be immediately forfeited to the Owner as liquidated damages for such failure or neglect.

A bidder may not withdraw his proposal within thirty (30) days after the actual date of the opening thereof without forfeiting his proposal guaranty to the Owner as liquidated damages for such action. However, a bidder may withdraw his proposal at any time prior to the opening of the proposals without penalty.

The proposal guarantee of the three (3) lowest bidders will be retained until an agreement is signed, but in no event more than sixty (60) days. The proposal guaranty of all other bidders will be returned within seven (7) days after opening of the proposals.

The contract will be awarded to the lowest responsible bidder whose proposal complies with the requirements of the contract documents. An informal or irregular proposal may be rejected. The Owner reserves the right to waive any informality, to reject any or all proposals, or to accept the proposal which will best serve the public interest.

The attention of the bidders is particularly called to the requirements of the contract documents concerning conditions of employment to be observed, the prevention of discrimination in employment, the minimum wage rates to be paid for the work performed under this contract, and statement of non-collusion in the proposal.

Every Contractor and sub-contractor is required by Article 8, Section 220 of the New York State Labor Law, to submit to the Town of Union Engineering Department within thirty (30) days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury.

Every Contractor and sub-contractor, awarded a contract, shall submit valid NYS Worker's Compensation form WC/DB-100 or WC/DB-101. To be valid, these forms must be certified by the NYS Worker's Compensation Board.

The attention of bidders is particularly called to the requirements of the General Conditions of the contract concerning safety, insurance and indemnity.

The amount specified in the Agreement will be retained by the Owner for one (1) year to guarantee the correction of faulty materials and workmanship during the guaranty period.

Bidders will be required to comply with the President's Executive Orders No. 10925, No. 11114 and No. 11246.

## **DIG SAFETY TRAINING**

Beginning in 2012 all successful bidders that are awarded work by contract for the Town of Union that involves any excavation within the Town of Union's right-of-way including, but not limited to: drilling, boring, demolition, scraping, trenching, dredging, tunneling, ditching, auguring, driving surveying pins, razing, grading, setting poles, boring holes for percolation tests, wrecking, installing sign poles, cable or pipe plowing and earth moving will require excavation safety training for your company and field staff sponsored by Dig Safely New York.

Documentation from Dig Safely New York will be required before excavation can begin. To obtain this free 60-90 minute training go to Dig Safely New York home page, <http://www.digsafelynewyork.com> Select "Seminar Information & Registration". Click on "Safety & Training" along the top banner. Last sentence is "Click here to schedule free training" which takes you to the training request form. Fill out and submit the form and a Dig Safely field representative will contact you to schedule the training.

The Town of Union is committed to public safety for you and its residents.

**NEW LEGISLATION**

**Effective July 18, 2008**

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

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

Rules and regulations will be promulgated and posted on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us) when finalized.

**MANDATORY LAW CHANGE**  
**(Senate Bill S.6756 and Assembly Bill 9985)**

On November 5, 2018, New York State Governor Andrew Cuomo signed Senate Bill S.6756 and Assembly Bill 9985 into Law with the intent to greatly reduce the number of excavation related accidents thereby providing greater public safety and protection. The amendment to NYS Code Rule 753 will require any municipality or operator that engages in excavation work to require its excavators to complete a training and education program from their local One Call Notification Center.

Excavators must be trained in order to perform work in the Town of Union. A copy of the excavators training certificate shall be placed on file with the Department of Public Works BEFORE any work begins.



## **PART II**





TOWN OF UNION  
BROOME COUNTY, NEW YORK

PROPOSAL FOR  
**TOWN OFFICE BUILDING EGRESS STAIR REPLACEMENT**

SUBMITTED BY: \_\_\_\_\_  
Title of Firm

Address \_\_\_\_\_  
\_\_\_\_\_

The undersigned declares that he has carefully examined the form of the contract and the specifications therein referred to, examined the site of the work, examined the minimum wage rate schedule that is applicable to the work and performed such other tests as deemed necessary to provide all necessary plant, machinery, tools, labor and material and other means for the construction of the specified work in strict accordance with the plans and specifications.

Accompanying this proposal is bid security in the form of cash, certified check or bid bond in the amount of \$\_\_\_\_\_ (10% of the amount bid) made payable to the Supervisor of the Town of Union as a guarantee that the bidder will enter a contract if awarded the same.

The said bid security shall be forfeited to the Town of Union as liquidated damages, in the event this proposal is accepted by the Town of Union and the undersigned shall not, within (10) days after receipt of the Notice of Award, execute copies of the contract agreement, submit certificates of insurance, executed for the various types and amounts of insurance, and an executed performance bond, all in the various forms required by the bidding documents.

All Surety Companies are subject to the approval of the Town Attorney and must be authorized to do business in the State of New York.

ITEMIZED PROPOSAL (Continued)

A. LUMP SUM BID PRICE:

Written in Words: \_\_\_\_\_(Dollars)

\_\_\_\_\_(Cents)

In Figures: \_\_\_\_\_

B. LUMP SUM CONTINGENCY ALLOWANCE:

Written in Words: Ten Thousand \_\_\_\_\_(Dollars)

Zero \_\_\_\_\_(Cents)

In Figures: \$10,000.00 \_\_\_\_\_

C. TOTAL OF ALL LUMP SUMS (A+B) = TOTAL **BASE BID PRICE**:

Written in Words: \_\_\_\_\_(Dollars)

\_\_\_\_\_(Cents)

In Figures: \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

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

NOTES:

- 1) EVERY CONTRACTOR AND SUB-CONTRACTOR, AWARDED A CONTRACT, SHALL SUBMIT VALID NYS WORKER'S COMPENSATION FORM WC/DB-100 OR WC/DB-101. TO BE VALID, THESE FORMS MUST BE NOTARIZED AND ALSO STAMPED AS RECEIVED BY THE NYS WORKER'S COMPENSATION BOARD.
- 2) EVERY CONTRACTOR AND SUB-CONTRACTOR IS REQUIRED BY ARTICLE 8, SECTION 220 (3-a) OF THE NEW YORK STATE LABOR LAW, TO COMPLY WITH SPECIFIC REQUIREMENTS FOR SIGNS AT PUBLIC WORK LOCATIONS.
- 3) EVERY CONTRACTOR AND SUB-CONTRACTOR IS REQUIRED BY ARTICLE 8, SECTION 220 OF THE NEW YORK STATE LABOR LAW, TO SUBMIT TO THE TOWN OF UNION ENGINEERING DEPARTMENT WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF ITS FIRST PAYROLL, AND EVERY THIRTY DAYS THEREAFTER, A TRANSCRIPT OF THE ORIGINAL PAYROLL RECORD, AS PROVIDED BY THE ARTICLE, SUBSCRIBED AND AFFIRMED AS TRUE UNDER PENALTIES OF PERJURY.

- 4) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL WILL BE ENFORCED. THE CONTRACTOR SHALL CONSIDER THE COST OF COMPLIANCE AND THE PRICE BID FOR THE VARIOUS ITEMS.
- 5) EVERY CONTRACTOR AND SUB-CONTRACTOR IS REQUIRED BY 16 NYCRR PART 753 TO CALL UDIG NY FOR A STAKE-OUT REQUEST AT LEAST TWO WORKING DAYS BEFORE ANY EXCAVATION STARTS.
- 6) EVERY CONTRACTOR IS REQUIRED TO SUBMIT LIABILITY INSURANCE, PERFORMANCE BOND, PAYMENT BOND IN THE AMOUNT OF THE CONTRACT BEFORE THE START OF THE PROJECT. A MAINTENANCE BOND IS REQUIRED AT THE END OF THE PROJECT FOR THE TOTAL PROJECT COST IN A FORM ACCEPTABLE TO THE TOWN OF UNION.

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Orders 11246, (30 F.R. 12319) as amended by Executive Order 11275, and the implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

Signature on this bid certifies the following:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES\_\_\_\_\_ NO\_\_\_\_\_
2. Compliance reports were required to be filed in connection with such contract or subcontract. YES\_\_\_\_\_ NO\_\_\_\_\_
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. YES\_\_\_\_\_ NO\_\_\_\_\_
4. If answer to Item 3 is "NO", please explain in detail on reverse side of this certificate.

THE BIDDER CERTIFIES BY SIGNATURE OF THIS BID THAT THE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

NON-COLLUSIVE BIDDING CERTIFICATION  
(REQUIRED BY SECTION 139-d OF THE STATE FINANCE LAW)

By submission of this bid or proposal, the bidder certifies:

- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid or proposal;
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

- e. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at minimum, meet the requirements of section two hundred one-g of the labor law.

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

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Title \_\_\_\_\_

My commission expires \_\_\_\_\_

NOTE: If Bidder is a Corporation, the corporate name and title of officer signing must be stated.

Addenda numbered consecutively thru No. \_\_\_\_\_ have been received.

Signature of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF )

SS )

COUNTY OF )

Being duly sworn deposes and says that he has signed the above bid after having read the foregoing certification, and knows the content thereof, and that the same is true to deponents' own knowledge, except as to the matters therein stated to be upon information and belief, and as to those matters the deponent believes it to be true.

\_\_\_\_\_

NOTARY PUBLIC

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_

RESOLUTION

(Required if Bidder is a Corporation)

Resolved that \_\_\_\_\_ be authorized  
(Authorized Agent or Corporation)

to sign and submit the bid or proposal of this corporation for the following project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Describe the Project)

and to include in such bid or proposal the certificate as to Non-Collusion required by Section 139-d of the State Finance 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 the

\_\_\_\_\_ corporation at a meeting of its Board of

Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary





### **PART III**



**TOWN OF UNION  
BROOME COUNTY, NEW YORK**

**TOWN OFFICE BUILDING EGRESS STAIR REPLACEMENT**

**STATEMENT OF WORK**

**1. DESCRIPTION OF WORK:**

**a. Location:**

The work will be performed at Town Hall, located at 3111 East Main Street, Endwell, NY 13760.

**b. Work to be Done:**

The work consists of furnishing all new materials and performing all operations in strict accordance with the drawings and specifications for the construction of the Town Office Building Egress Stair Replacement.

**c. Commencement, Prosecution and Completion of Work:**

The contractor will be required to commence the work under the contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work with faithfulness and energy, and complete the work on or before Six (6) months from the Notice to Proceed.

**2. PRINCIPAL FEATURES:**

The work to be performed consists of the following principal features, but it is not limited by this statement: Provide necessary stair system including concrete, metals, earthwork, asphalt paving, and other work indicated in accordance with the drawings and specifications.

**3. CONSTRUCTION STAKEOUT:**

The Contractor will be responsible for all construction stakeout work for this project.



AGREEMENT

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Union, party of the first part, hereinafter called the Owner, and

\_\_\_\_\_, party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH: The Contractor hereby agree for themselves (himself), (itself) their (his) (its) heirs, executors, administrators, successors and assigns, for the consideration hereinafter mentioned to furnish the material and perform the labor required and necessary for

**TOWN OFFICE BUILDING EGRESS STAIR REPLACEMENT**

The work to be commenced within ten (10) days of the Notice to Proceed, progressed with diligence, in the order directed and under the supervision of the Town Engineer or Assistant Engineer, in accordance with the drawings and specifications prepared by the Town Engineer or Assistant Engineer, and to be fully completed within six (6) months from Notice to Proceed.

The Town of Union hereby agrees to pay to the Contractor, in consideration of the due fulfillment of the conditions of this contract, in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

It is understood and agreed that all the terms, provisions, conditions and obligations set forth in the (1) Notice to Bidders (2) The Proposal (3) The General Conditions (4) The Standard Specifications (and amendments thereto) (5) The Drawings (6) Any Special Specifications included in the documents presented to the Contractor for bidding purposes, and together with (7) any Addenda to any of the foregoing (if same are issued prior to the date of receipt of bids), shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein.

It is expressly understood and agreed by and between the several parties hereto that this contract shall be deemed executory only to the extent of the moneys available therefor, and that no liability on account of this said contract shall be incurred by the Town of Union beyond the moneys available for the purposes herein.

The Contractor further stipulates and agrees that no laborer, workman, or mechanic in the employ of the Contractor, Sub-Contractor or other person doing or contracting to do the whole or part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one (1) calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property; and that the wages to be paid for a legal day's work as defined in the Labor Law to all classes of laborers, workmen or mechanics upon such work or upon any material to be used upon or in connection there with shall be not less than the amount required by the laws of the State of New York.

The Contractor further stipulates and agrees that, in the construction of such work, preference shall be given to citizens who have been residents of the State of New York for at least six (6) months at the commencement of their employment, in obedience to the provisions of Section 220 of the Labor Law. Persons other than citizens of the State of New York may be employed when such citizens are not available. This contract shall, at the option of the Town of Union, be void if the provisions of said Section 220, Labor Law are not complied with.

The Contractor further stipulates and agrees that this contract shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of the contract, such employees as are required to be insured by the provisions of Chapter 41, Laws of 1914 known as the Workmen's Compensation Law, and acts amendatory thereof. (State Finance Law 142).

The Contractor further agrees that he will not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title, or interest therein or his power to execute the same, to any person, company or corporation without the previous consent in writing of the Town of Union, and that until such consent in writing shall have been given, no claim or demand shall exist in favor of any person, company or corporation to any of the moneys to be paid by the Town of Union on account of the provisions of this contract in favor of any person or corporation except the said Contractor.

The Town of Union hereby agrees to make payments in accordance with the State Finance Law for the material and work, as certified by the Town Engineer, as the work progresses. If, however, the full amount of this contract is Twenty-Five Hundred Dollars (\$2,500.00) or less then no payment will be made upon the contract until completion and acceptance of the work.

The acceptance by the Contractor of the last payment of this contract as hereinafter provided, shall be and shall operate as a release to the Town of Union and each official, agent, representative and employee thereof, from all claim and liability to the Contractor and all Sub-Contractors for anything done or furnished for or relating to the work, or for any act or omission of the Town of Union, its officials, agents, representatives and employees, relating to or affecting the work, except only the claim against the Town of Union for the remainder, if any there be, of the amounts due to the Contractor as provided in this contract.

The Town of Union will make final payment of all moneys due on the contract within thirty (30) days of final completion and acceptance of the work, **A MAINTENANCE BOND FOR 100% OF THE FINAL PROJECT COST** will be retained for a period of one (1) year from date of acceptance as a Guarantee that the contractor shall correct any work which becomes evident during the guarantee period due to faulty material or workmanship.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first written above.

(SEAL)

TOWN OF UNION - OWNER

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert Mack

TITLE:   SUPERVISOR  

(SEAL)

\_\_\_\_\_  
CONTRACTOR

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(ACKNOWLEDGEMENT OF OWNER)

STATE OF     )       New York  
              ) SS:  
COUNTY OF )       Broome

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared  
\_\_\_\_ Robert Mack \_\_\_\_\_ who being by me duly sworn on his oath, doth depose and make  
proof of my satisfaction that he is the Supervisor of the Town of Union, which is described in, and which  
executed, the foregoing Agreement, and that he signed his name thereto pursuant to a  
resolution of The Town Board dated \_\_\_\_\_.

(SEAL)

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

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF     )  
                  ) SS:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in, and which executed the foregoing Agreement that he knows the corporate seal of said corporation; that one of the impressions affixed to said Contract is an impression of such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

(SEAL)

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

In addition to the above acknowledgement, a sealed copy of a resolution of the Board of Directors of the Corporation, authorizing and directing the person who executed the Agreement so to act on behalf of the corporation for the purpose herein mentioned, shall be attached to each copy of the Agreement.



(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF     )  
                  ) SS:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_, to me personally known and known to me to be one of the members of the firm of \_\_\_\_\_ and the person described in and who executed the foregoing Agreement by and with the written consent of all the partners, and he acknowledged to me that he executed the same as and for the act and deed of said firm for the uses and purposes therein expressed.

(SEAL)

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

(ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF     )  
                  ) SS:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_, to me personally known and known to me to be the person described in and who executed the foregoing Agreement and acknowledged to me that he executed the same as and for his voluntary act and deed for the uses and purposes therein expressed.

(SEAL)

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



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GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined.

- a. The term "CONTRACT" means the Contract executed by the Town of Union and the Contractor, of which these GENERAL CONDITIONS form a part.
- b. The term "TOWN" means the Town of Union, a political subdivision of Broome County, New York.
- c. OWNER is the Town of Union.
- d. ENGINEER is the DCPW-Engineering or a representative which he designates in writing to act on his behalf.
- e. The term "CONTRACTOR" means the person, firm or corporation entering into the Contract with the Town of Union to perform the work described in the Contract Documents.
- f. SUB-CONTRACTOR is any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material.
- g. PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- h. PROPOSAL QUARANTY: The cash, certified check or bid bond as called for in the Instructions to Bidders and submitted by the Bidder, as a guaranty that the Bidder will enter into a Contract with the Owner for the construction of the work, if the Contract is awarded to him.
- i. CONTRACT is the agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials thereof.
- j. The term "CONTRACT DOCUMENTS" shall include the following, Notice To Bidders, Instructions to Bidders, Proposal, Executed Agreement, General Conditions, Special Conditions, Technical Specifications, and Drawings.
- k. The term "DRAWINGS" means the drawings listed in the SCHEDULE OF DRAWINGS.
- l. The term "TECHNICAL SPECIFICATIONS" or "SPECIFICATIONS" means that part of the Contract Documents which describes, the materials of construction required and the manner and methods of construction to be used in the execution of the contract.
- m. WRITTEN NOTICE: Written Notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

- n. ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work .
- o. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to time of receiving bids.

2. INTENT OF DRAWINGS AND TECHNICAL SPECIFICATIONS

The intent of the Drawings and Technical Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Technical Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the Engineering Department without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The omission from both Drawings and Technical Specifications of express reference to any work which was obviously intended under the Contract shall not excuse or relieve the Contractor from furnishing the same.

3. NOTICE TO PROCEED

Following completion of the Agreement by the Contractor and the Town Supervisor, the CPW will issue a "Notice to Proceed" advising the Contractor that he may proceed with the work. The Contractor shall begin work within ten (10) calendar days of the "Notice To Proceed". The date of the "Notice To Proceed" shall fix the starting date of the contract.

4. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

Except as provided for otherwise, all required copies of drawings and specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

5. DRAWINGS AND SPECIFICATIONS AT JOB SITE

One complete set of all drawings and Specifications shall be maintained at the job site and shall be available to the Engineer at all times.

6. ADDITIONAL INSTRUCTIONS

Further instructions may be issued by the Engineer during the progress of the work by means of drawings or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.



7. DIMENSIONS

Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefor.

8. SCHEDULES

The Contractor shall submit prior to start of construction, if requested by the Engineer, a progress schedule, which shall show the proposed starting, and completion dates of each of the major subdivisions of the work. The schedule shall also show the percentage of completion on the first of each month and shall show that all work is to be completed within the contract time. During the course of construction the contractor shall adjust his work force as required to maintain the work schedule as approved.

9. SAMPLES

All samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor and shall be submitted to the Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

10. SHOP DRAWINGS

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or Engineer's Instructions. The approval of shop drawings shall be general only in character and shall not be construed to mean that all dimensions on the drawings have been checked. The approval of shop drawings by the Engineer shall in no way relieve the Contractor of the responsibility for proper fitting and construction of the work, nor from the necessity of furnishing materials or doing the work required by the Drawings and or Specifications, which may not be indicated on the approved shop drawings.

The Contractor shall submit three (3) copies of all shop drawings and schedules at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay to the work. The SHOP DRAWINGS Engineer's approval of any drawings shall not release the Contractor from responsibility for such deviations.

Shop drawings shall be submitted according to the following schedule:

Three (3) copies shall be submitted at least (30) days before the materials indicated thereon are needed, or earlier if required to prevent delay of the work.

The Engineer shall promptly review the shop drawings returning one (1) copy to the Contractor marked with all corrections and changes.

The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.

Following completion of such corrections and changes, the Contractor shall furnish the Engineer two copies of the shop drawings conforming to the required corrections and changes.

## 11. QUALITY OF EQUIPMENT MATERIALS

In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.

The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved in writing.

## 12. EQUIPMENT APPROVAL DATA

The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific name, catalog number and general type.

- a. This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.
- b. Each data sheet or catalog in the submission shall be indexed to specification section and paragraph for easy reference.
- c. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Engineer.
- d. Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's Contract Documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
- e. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- e. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

13. LAND BY OWNER

The Contractor shall confine his equipment, storage of materials and operations to the limits prescribed on the plans or as directed by the Engineer. The Contractor shall not encumber the project area unreasonably and shall comply with all reasonable instruction of the Town and its Ordinances and Codes regarding signs, advertising, traffic, fire, explosives, danger signals, barricades and fire prevention.

14. LAND BY THE CONTRACTOR

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.

15. PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way and shall use every precautions to prevent damage to pipes, conduits, and other underground structures, precaution necessary to prevent damage or injury thereto. He shall use suitable and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

16. SURVEYS, LINES AND GRADES

The TOWN OF UNION shall provide the Contractor with all base lines for the location of the principal component parts of the work together with a suitable number of bench makers adjacent to the work. Based upon the information provided, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. It will be the Contractor's responsibility to engage competent workmen to layout the details of the construction work. No separate payment will be made for this item of work, the cost of such work is to be included in the various unit prices of the lump sum price bid for the construction project. The Contractor shall have the responsibility to carefully preserve benchmarks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes.

The Engineer reserves the right to inspect or check the Contractor's survey and paperwork, however, the accuracy of such survey and paperwork is the sole responsibility of the Contractor. The furnishing of data to the Engineer for checking shall not be construed as a transfer of responsibility for checking, and any delay occasioned by the Engineer exercising this right or by a corrective work resulting from such check shall not constitute a claim for extra compensation.

17. PROPERTY IRONS

The Contractor shall protect all existing property irons and monuments whether shown on the plans or not. In the event that the property irons or monuments are accidentally disturbed by the Contractor's

operations, he shall be required to engage the services of a New York State Licensed Land Surveyor to replace the same, all at his own expense.

18. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have a qualified superintendent, who is acceptable to the Engineer, on the job at all times during working hours except where the Contractor is an individual who gives his personal superintendence to and is present on the job at all times. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor.

19. ENGINEER'S RESPONSIBILITY AND AUTHORITY

All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

20. ENGINEER'S DECISION

All claims of the Owner or the Contractor shall be presented to the Engineer for decision which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

21. SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications. The Contractor shall not suspend operation with the Engineer's permission.

22. DISPUTES

- a. All disputes arising under this contract or its interpretation, except those disputes or claims covered by the FEDERAL LABOR-STANDARD PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall with ten (10) days of commencement of the dispute, be presented by the Contractor to the Town of Union Board for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Town of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Town of Union Board will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

- c. If the Contractor does not agree with any decision of the Town of Union Board he shall in no case allow the dispute to delay the work but shall notify the Board promptly that he is proceeding with the work under protest and he may then except the matter in question from the final releases.

23. ARBITRATION

Should the dispute or any questioned decision of the Engineer which is subject to arbitration remain unresolved it shall be promptly submitted to arbitration upon demand by either party to dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Engineer to do so and such delay shall not extend beyond the time when the arbitrators shall have the opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within ten (10) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject, however, to any express stipulation to the contrary in the contract documents. Should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been rendered against the party demanding arbitration.

- a. No one shall be qualified to act as an arbitrator who had, directly or indirectly, any financial interest in the contract or who has any business or family relationship with Owner, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.
- b. Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

24. INSPECTION OF WORK

All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

25. EXAMINATION OF COMPLETED WORK

If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra work but should the work so exposed or examined prove unacceptable, the uncovering, re-moving and replacing shall be at the Contractor's expense.

26. OWNER'S RIGHT TO CORRECT DEFICIENCIES

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Upon failure of the Contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five (5) days written notice to the

Contractor and receipt of written approval from the Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

27. OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof as provided in these Contract Documents, the Town of Union, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Town of Union may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Town of Union for any additional cost incurred by the Town of Union in its completion of the work and they shall also be liable to the Town of Union for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Town of Union may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work.

28. LIQUIDATED DAMAGES, DELAYS

None.

29. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

The Contractor may suspend work or terminate Contract upon ten (10) days written notice to the Owner and the Engineer, for any of the following reasons:

- a. If an order of any Court, or other Public Authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any Request for Payment within ten (10) days after is presented in accordance with the General Conditions of the Contract.
- c. If the Owner should fail to act upon any Request for Payment within (30) days after its approval by the Engineer.
- d. If the Owner should fail to pay Contractor any sum within thirty (30) days after its award by arbitrators.

30. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

31. ASSIGNMENT OF CONTRACT

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of his right, title, or interest therein, or his power to execute this contract, without the previous consent in writing of the Town of Union.

32. SEPARATE CONTRACTS

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 materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his work and to report to the Engineer any irregularities which will not permit him to complete his work in a satisfactory manner.

His failure to notify the Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Engineer immediately any difference between completed work by others and the Drawings.

33. SUB-CONTRACTS

At the time specified by the Contract Documents or when requested by the Engineer, the Contractor shall submit in writing to the Owner for approval of the Engineer the names of the Sub-Contractors proposed for the work. Sub-Contractors may not be changed except at the request or with the approval of the Engineer. The Contractor is responsible to the Owner for the acts and omissions of his Sub-Contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Sub-Contractor and the Owner. The Contractor shall bind every Sub-Contractor by the terms of the Contract Documents.

34. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this contract, before acceptance of the work by the Engineer, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them.

35. WORK DURING AN EMERGENCY

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

In an emergency affecting the safety of life or property, on or adjoining the site the Contractor shall act, either at his own discretion or as instructed by the Engineer to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Engineer as provided in the section entitled, Payments for Extra Work.

36. ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.



37. MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work shall be new unless otherwise specified and shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

38. MATERIALS FURNISHED BY THE OWNER

Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be F.O.B. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

39. STORAGE OF MATERIALS

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

40. CHARACTER OF WORKMEN

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any Sub-Contractor or persons employed by Sub-Contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or Sub-Contractor who, in the opinion of the Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without approval of the Engineer.

41. REJECTED WORK AND MATERIALS

All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Engineer and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

- a. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.
- b. Correction of Faulty Work after Final Payment shall be in accordance with Section 76.

42. MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

43. CUTTING AND PATCHING

The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his direction.

44. CLEANING UP

The Contractor shall remove from the site of the work, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

45. GUARANTY PERIOD

The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of written acceptance of the work.

a. Correction of Faulty Work after Final Payment shall be provided in Section 76.

46. INSURANCE

The Contractor shall comply with the insurance requirements of AIA Document A201, as set forth herein.

10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or Insurance destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts missions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by party indemnified hereunder. Such obligation shall not be construed to be negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.1.4.

The limits and types of insurance shall be as indicated in the following samples of AIA Document G612, Part B and Certificate of Insurance.

Refer to Insurance Requirements Section

47. PERFORMANCE BOND AND PAYMENT BOND

The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding required in the Contract Documents on the date of execution of the Contract.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

48. PATENTS AND ROYALTIES

If any design, device, material or process covered by letters patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized license of such Owner and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

49. PERMITS

All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

50. LAWS TO BE OBSERVED

The Contractor shall give all notices and comply with all Federal, State and Local Laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

51. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by amber signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or whitewashed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

52. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractors to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

53. CROSSING UTILITIES

When new construction crosses highways, railroads, street or utilities under jurisdiction of State, County, City, or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

54. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. A sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary code of New York State. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

55. CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of contract time shall commence on the date of the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as a working day.

56. CHANGES IN THE WORK

- a. The Town of Union may make changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the contract amount by more than twenty-five percent (25%). All such work shall be executed under the terms of the original contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a supplemental schedule of unit prices submitted with a lump-sum bid) the Engineer shall order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five (25%) percent.
- d. If applicable unit prices are not contained in the Agreement or if the total net changes increase or decrease the total contract price more than twenty-five (25%) percent the Engineer shall before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

1. If the proposal is acceptable to the Town Board, the Engineer will prepare the change order in accordance therewith for acceptance by the Contractor, and;
2. If the proposal is not acceptable to the Town Board and prompt agreement between the two parties cannot be reached, the Town Board may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover over-head and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form: 1. A detailed description of the change in the work, 2. The Contractor's proposal (if any) or a copy thereof, 3. A definite statement as to the resulting change in the contract price and/or time, and 4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

57. CLAIMS FOR EXTRA WORK

- a. If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after receipt of such instructions, and in an event before proceeding to execute the work, submit his protest thereto in writing to the Engineer stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Any discrepancies which may be discovered between actual conditions and those represented by the drawings shall at once be reported to the Engineer and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Engineer.
- c. If, on the basis of the available evidence, the Engineer determines that an adjustment of the contract price and/or time is justifiable, the procedure shall then be as provided for in Section - CHANGES IN THE WORK.

58. EXTENSION OF CONTRACT TIME

A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner, by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the Contractor shall immediately give written notice to the Engineer of the cause of such delay.

59. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

60. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site,

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which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the

Contractor shall take or cause to be taken such additional safety and health measures as the Engineer may determine to be reasonable necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

- b. The Contractor shall maintain an 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 contract. The Contractor shall promptly furnish the Engineer with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Engineer from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

61. PROGRESS PAYMENTS

Payments for projects which were bid at less than Two Thousand Five Hundred Dollars (\$2,500) will be made upon satisfactory completion and acceptance of the work. On projects which exceed Two Thousand Five Hundred Dollars (\$2,500) the Contractor may prepare and submit a monthly estimate based on the total quantities of each item of work which has been completed up to and including the last day of the preceding month, the value of the work is so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Owner and/or Engineer.

The Owner agrees to make monthly payments to the Contractor on account of the contract based on the approved estimate of work completed in a satisfactory manner less ten percent (10%) retained, less previous payments. No allowance will be made for ordinary construction materials stored on the site but not incorporated into the final work. Consideration shall be given to payment for specialty items stored on the site upon presentation to the Owner of evidence to establish the Owner's title to such materials.

62. ENGINEER'S ACTION ON A REQUEST FOR PAYMENT

Within ten (10) days of submission of any Request for Payment by the Contractor, the Engineer shall:

- a. Approve the Request for Payment as submitted.
- b. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing of his reasons for approving the amended amount.
- c. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

63. OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT

Within thirty (30) days from the date of approval of a Request for Payment by the Engineer, the Owner shall:

- a. Pay the Request for Payment as approved.



- b. Pay such other amount in accordance with Section 64 as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount.
- c. Withhold payment in accordance with Section 64 informing the Contractor of his reasons for withholding payment.

64. OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT

The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer:

- a. Defective Work.
- b. Evidence indicating the probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payment to Sub-Contractors, material suppliers or labor.
- d. Damage to another Contractor.

65. RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents or shall have all materials and services furnished and all the work performed at his expense. It shall be the Contractor's responsibility to pay for:

- a. Replacement of survey benchmarks, reference points and stakes provided by the Owner under Section 16.
- b. Lands by Contractor provided in accordance with Section 14.
- c. Insurance obtained in accordance with Section 46.
- d. Fire Insurance obtained in accordance with Section 46.
- e. Performance Bond obtained in accordance with Section 47.
- f. Royalties required under Section 48.
- g. Permits and Licenses required of the Contractor and all Sub-Contractors.

66. PAYMENT FOR UNCORRECTED WORK

Should the Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

67. PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under Section 41 and re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of

other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

- a. Removal of rejected work or materials and storage of materials by the Owner in accordance with Section 41 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

68. PAYMENT FOR WORK SUSPENDED BY THE OWNER

If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Section 21, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen percent (15%) of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

69. PAYMENT FOR WORK BY THE OWNER

The cost of the work performed by the Owner in removing construction equipment, tools, and supplies in accordance with Section 34 and in correcting deficiencies in accordance with Section 26 shall be paid by the Contractor.

70. PAYMENT FOR WORK BY THE OWNER  
FOLLOWING HIS TERMINATION OF THE CONTRACT

Upon termination of the Contract by the Owner in accordance with Section 27, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Engineer.

71. PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR

Upon suspension of the work or termination of the Contract by the Contractor in accordance with Section 29, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

72. PAYMENT FOR SAMPLES AND TESTING OF MATERIALS

Samples furnished in accordance with Section 9 shall be furnished by the Contractor at his expense. The testing of all samples and materials as required by the drawings or technical specifications shall be performed by the Contractor at his own expense.

73. RELEASE OF LIENS

The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the

Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

74. ACCEPTANCE AND FINAL PAYMENT

When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

75. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted by action of the Town Board. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Section 45 and as provided in Section 76.

76. CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within one (1) year from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph, and all such decisions shall be subject to arbitration.

77. O.S.H.A. REQUIREMENT

It is the Contractor's responsibility to meet the minimum guidelines of the Occupational Safety and Health Act, in particular, Part 1926, the Safety and Health Regulations for Construction. The Town of Union Safety Officer has the authority to issue a Stop Work Order if the applicable O.S.H.A. regulations are violated. The Stop Work Order will remain in effect until such violations of the O.S.H.A. regulations have been rectified.

78. MUTCD REQUIREMENT

It is the Contractor's responsibility to meet the standards of the Manual On Uniform Traffic Control Devices (MUTCD), in particular, Part VI, the work zone traffic control standards. The Town of Union Safety Officer has the authority to issue a Stop Work Order if the applicable MUTCD standards are not met. The Stop Work Order will remain in effect until such standards have been satisfied.



ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall remain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project, or persons or entities excluded by statute , but required by the Contract Documents to provide the insurance.

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

Insurance Requirements

Contractor agrees to procure and maintain the following insurance, as specified below, in full force and effect without interruption from date of commencement of the Work until final payment or completion of all warranty work performed after final payment, whichever occurs later, and to fully comply with all additional requirements and conditions set forth hereafter as follows:

- a) The insurance required herein shall be submitted on the ACORD FORM 25-S Certificate of Insurance, and shall be written for not less than the following minimum amounts or greater if required by law, except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein. At the same time as the ACORD form is submitted, the Contractor must also submit valid proof of endorsements for additional insureds, and submit a waiver of subrogation.

Workers' Compensation and Employer's Liability Insurance	As required by statute. No exclusions for partners, proprietors or executive officers.
Comprehensive Automobile Liability (including owned, non-owned, leased and hired automobiles).	\$1 million combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Commercial General Liability:  
(Insurance for liability due to  
personal injury, bodily injury or  
property damage sustained or  
alleged to have been sustained by  
any person):

a )	General Aggregate	\$2,000,000
b )	Each Occurrence	\$1,000,000
c )	Personal and Advertising Injury	\$1,000,000
d )	Products and Completed Operations Aggregate	\$2,000,000
e )	Fire Damage Legal Liability	\$ 50,000
f )	Medical Expense	\$ 5,000

Excess Liability \$5,000,000  
Each occurrence and aggregate.  
On a "Follow Form basis"

Owner Contractor Protective Liability (OCP) \$1,000,000 each occurrence  
\$2,000,000 aggregate  
Owner as named insured

**Certificate Holder:**

Town of Union, -

- b) The Commercial General Liability General Aggregate shall apply on a "per project" basis. There shall be no exclusions for explosion, collapse and underground operations ("XCU")
- c) All required policies and coverages shall be written on an occurrence basis, as claims-made coverage is not acceptable.
- d) Additional Insured coverage: The Comprehensive Automobile Liability policy, Commercial General Liability ("CGL") policy, and Excess Liability policy, specified above, shall each:
  - 1. Include the Town of Union; Architects & Engineers, and \_\_\_\_\_ as additional insureds on a primary and non-contributory basis for the Town Hall Storm Water Control
    - A) With respect to the Comprehensive Automobile Liability policy, ISO endorsement CA 20 48 02 99 shall be substituted in lieu of CG 20 10 11 85 or its approved equivalent, and
    - B) With respect to the Excess Liability policy, additional insured status may be provided through a "follow-form" approved by the Owner and Architect, in lieu of CG 20 10 11 85 or its approved equivalent when the latter is not made available by the insurer, such that the required additional insured coverage will follow the form of the CGL policy and the Comprehensive Automobile Liability Policy; and
    - C) The Additional Insured Endorsement or policy language granting the required Additional Insured status must be attached to the Certificate of Insurance.
  - 2. Provide that such insurance is primary insurance with regard to the interests of the additional insureds and that any other insurance maintained by the additional insureds is excess.

- e) All insurance required herein must be with insurers licensed to conduct business in New York State and acceptable to the Owner. In addition, each insurance policy naming the Architect and the Owner as additional insured shall be a policy from an insurer with an A.M. Best "Secure" rating, meaning a rating from A- to AA\*, or better.
- f) Prior to commencing any work or any services required under this Agreement, Contractor shall provide certificates of insurance on approved form to the Owner and Architect, evidencing that Contractor has procured the insurance policies and coverages required herein. Each certificate of insurance must state that coverage will not be altered, canceled or allowed to expire without thirty (30) days prior written notice, by mail, to the Owner and Architect, except that the period of prior written notice shall be reduced from thirty (30) days to ten (10) days for any cancellation due to non-payment of premium. Whenever a policy of insurance names or is required to name the Owner and/or Architect as additional insureds, the certificate of insurance that the Contractor must provide for each such policy shall also include a copy of the required endorsement granting additional insured status.
- g) The Contractor agrees to indemnify the Owner and Architect for all deductibles or self-insured retentions applicable to any insurance policy required herein to name them as additional insured.
- h) The Contractor agrees that before it utilizes a Subcontractor to perform any part of the work or services required under this Agreement, Contractor will require each such Subcontractor to procure equivalent insurance coverages and limits for the protection of the Subcontractor, Owner and Architect, including but not limited to the additional insured coverage for Owner and Architect, described more fully above. Subcontractor and Contractor will both be equally responsible for providing the required evidence of insurance coverage to the Architect.
- i) The Contractor acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects Contractor to liability for damages and all other legal remedies available to the Owner and/or Architect. Contractor further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of the Contractor's other responsibilities and liabilities specified within this Agreement or by law. Contractor authorizes Owner and/or Architect to withhold payments without interest, late fee or any other penalty accruing, until the latter has received current and acceptable certificates of insurance and endorsements evidencing insurance as required herein.
- j) Contractor shall fully cooperate at all times with any effort by Owner or Architect to audit compliance with these insurance requirements, including but not limited to the Contractor authorizing Owner and/or Architect, in writing to obtain certified copies of the insurance policies procured or maintained by the Contractor in relation to this Agreement. Failure of the Contractor to provide any such required authorization within seven (7) business days of receiving a written request for same from the Owner, the Owner's Town Attorney, or the Architect, shall subject the Contractor to liquidated damages, payable solely to the Owner, in the amount of \$1,000 per each calendar day thereafter that Contractor fails to comply with any such request.
- k) **Owner's Protective Liability Insurance (OCP):** The Owner will require the Contractor to procure and maintain at Contractor's own expense until final completion of the work covered by the Contract, and any extensions thereof, Owner's and Contractor's Protective Liability Coverage issued to and naming the Owner, Architect, and Construction Manager and covering the liability for damages imposed by law upon the Owner, Architect, and Construction Manager with respect to all

operations under the agreement by the Contractors or its Subcontractors, including omissions and supervisory acts of the Owner, Architect, and Construction Manager. Such policy shall be delivered to the Owner, Architect, and Construction Manager no later than fifteen (15) days of awarding of the Contract.

- I) **Asbestos/Lead Abatement Insurance:** If the Contractor's work on this project involves handling or disturbance of asbestos or other hazardous materials, the Contractor shall provide bodily injury and property damage liability insurance applicable to this hazard at limits of not less than the following:

*If covered by this contractor's umbrella/excess policy:*

General Aggregate	\$1,000,000.00
Each Occurrence or Incident	\$1,000,000.00

*If NOT covered by this contractor's umbrella/excess policy:*

General Aggregate	\$6,000,000.00
Each Occurrence or Incident	\$6,000,000.00

If written on a "Claims-Made" basis, and a retroactive date is used, the retroactive date must pre-date the execution of the contract.

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90.

**Workers' Compensation Requirements Under WCL §57:**

To comply with coverage provisions of the Workers' Compensation Law, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing Section 57 of the Workers' Compensation Law, businesses requesting permits or seeking to enter into contracts **MUST provide One** of the following forms to the government entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit for New York Entities and any out of state entities with no employees, that New York State Workers' Compensation and/or disability benefits insurance coverage is not required; OR

WC/DB-101, Affidavit that an Out-of-State or foreign employer working in New York State does not require specific New York State Workers' Compensation and/or disability benefits insurance coverages; OR

(Affidavits must be stamped as received by the NYS Workers Compensation Board)

Forms WC/DB-100 and WC/DB-101 are available on the Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Common Forms online." They may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.



- B) C-105.2 — Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the government entity upon request) **Please Note:** The State Insurance fund provides its own version of this form, the U-26.3; OR
- C) SI-12 — Certificate of Workers' Compensation Self Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2 — Certificate of Participation in Workers' Compensation Group Self Insurance (the business' Group Self Insurance Administrator will send this form to the government entity upon request).

**Disability Benefits Requirements under WCL §220 SUBD 8:**

To comply with coverage provisions of the Disability Benefits Law, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured.

Accordingly, to assist State and municipal entities in enforcing Section 220 Subd. 8 of the Disability Benefits Law, **businesses** requesting permits or seeking to enter into contracts **MUST provide One** of the following forms to the entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit for New York Entities and any out of State entities with no employees, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is not required; OR WC/DB-101, Affidavit that an Out-Of-State or Foreign Employer working in New York State does not require specific New York Workers' Compensation and/or Disability Benefits Insurance coverage; OR (Affidavits must be stamped as received by the NYS Workers' Compensation Board)  
Forms WC/DB-100 and WC/DB-101 are available on the Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Common Forms Online". They may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.
- B) Either the DB-120.1 — Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance (the business' insurance carrier will send one of these forms to the government entity upon request); OR
- C) DB-155 — Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self Insurance Office at 518-402-0247).

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate

the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 11.3 Property Insurance**

**§ 11.3.1** The Owner has an existing Property Insurance policy, with a company lawfully authorized to do business in the jurisdiction in which the Project is located. Such property insurance will continue to be maintained throughout the course of construction. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance is on a Special Form (ISO #CP 1030) or equivalent plus Ordinance or Law (ISO #CP 0405 & CP0010) policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.3** The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of Work in transit.

**§ 11.3.1.4** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ 11.3.1.5** Insurance required by paragraph 11.3 is not intended to cover machinery, tools, or equipment owned or rented by the Contractor which are utilized in the performance of the work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools, or equipment.

**§ 11.3.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ 11.3.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

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**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**§ 11.3.7 Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

#### **§ 11.4 Performance Bond and Payment Bond**

**§ 11.4.1** The Contractor shall furnish, in duplicate, bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety company satisfactory to the Owner, licensed to do business in the State of New York (where the project is located), listed in the latest issue of the U.S. Treasury Circular 570, and on the New York State Insurance Department's website listing insurers.

## SPECIAL NOTES

### ENVIRONMENTAL CONSERVATION

No work shall be done before 7:00 A.M. or after 6:00 P.M. local time on a working day, on Sundays, or on legal holidays, except as necessary for the proper care and protection of work already performed, or during emergencies. The contractor shall observe local ordinances regarding working hours.

The contractor shall make every effort to minimize noise caused by his operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise. The contractor shall not permit the use of loud, abusive, obnoxious or profane language by his employees or by the employees of his sub-contractors. The contractor shall observe local ordinances regarding noise standards.

The contractor shall minimize the introduction of noxious fumes into the air. Motor equipment shall be kept in repair and equipped with anti-pollution devices to cut down on exhaust emissions. The contractor shall take active measures to control dust and air borne debris resulting from his operations. Burning as a method of clearing or disposal will not be permitted.

The contractor shall conduct his operations to minimize damage to natural watercourses, and shall not permit petroleum products to excessive amounts of silt, clay or mud to enter any drainage system. The bed of natural watercourses shall be restored to normal gradient and cross section after being disturbed.

The contractor shall not dispose of debris, refuse or sanitary wastes in an open dump or in a natural watercourse, whether on public or private property, or in such places that undesirable wastes can eventually be exposed or carried to a natural watercourse.

The contractor shall restrict his operations as nearly as possible to the immediate use. Unnecessary cutting of vegetation adjacent to the site is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.

The contractor shall not erect or permit the erection of advertising signs. Only minimal identification and direction signs shall be permitted on the site. Unnecessary or obnoxious posters, pictures, signs, symbols, drawings or writing on work, material or equipment, resulting from vandalism or other causes, shall be covered or removed by the contractor.

The contractor shall take affirmative action to prevent the misuse of our natural environment, wasting of our natural resources, or destruction of natural values.

SPECIAL NOTES

WAGE RATES

The Owner has applied for a New York State Department of Labor minimum wage rate schedule for the various classes of laborers and skilled workers which will be required for the construction of this project. This schedule of wage rates will show the minimum hourly rate of pay which the contractor is obligated to pay.

By copy of this notice, the "Prevailing Rate Schedule" is included and made a part of the bidding documents as though it were set forth in detail.

Every Contractor and sub-contractor is required by Article 8, Section 220 of the New York State Labor Law, to submit to the Town of Union Engineering Department within thirty (30) days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury.

Every contractor and sub-contractor is required by Article 8, Section 220 (3-a) of the New York State Labor Law, to comply with specific requirements for signs at public work locations.

SPECIAL NOTES

CONSTRUCTION STAKEOUT

The contractor will be responsible to perform all construction stakeout work for this project.

SPECIAL NOTES

"ANTI-KICK BACK" ACT

The Contractor shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up on any part of the compensation to which he is otherwise entitled. The Grantee shall report all suspected or reported violations to the Grantor Agency.

SPECIAL NOTES

EXEMPTION FROM SALES AND COMPENSATING USE TAXES OF  
THE STATE OF NEW YORK AND OF CITIES AND COUNTIES

The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all supplies and materials which are to become an integral component of a structure, building, or real property, pursuant to this contract. This exemption does not, however, apply to tools, machinery, equipment, or other property purchased by, leased by or to the contractor or a sub-contractor or to supplies or materials not incorporated into the completed project. The contractor and his sub-contractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment, or other property or such unincorporated supplies and materials.

It shall be the contractor's responsibility to comply with all requirements of the State of New York Department of Taxation prior to purchase of any supplies and materials.

SPECIAL NOTES

PRE-CONSTRUCTION CONFERENCE

The low bidder will be required to attend a pre-construction conference prior to the start of construction. The date of the conference shall be set by the Engineer and notice in writing given to the contractor.

The purpose of the meeting shall be to discuss in detail the contractor's approach to the execution of the work. Representatives of the various utility companies, as necessary, will be invited to the conference to discuss the impact that the construction will produce on their facilities.

The contractor shall submit the following information at the pre-construction conference:

1. A detailed construction schedule shall be provided that will show the exact sequence of various portions of the work. This schedule shall be updated monthly by the contractor.
2. The contractor shall submit a list of personnel to be employed on the project. The names of the job superintendent and the crew foreman shall be provided, as well as the number of men on each crew.
3. The contractor shall submit a list of major equipment to be utilized on the project.
4. In the event that portions of the work are to be sub-contracted, names of sub-contractor and their personnel on the project shall also be submitted.

The Engineer will set forth at the pre-construction conference the methods to be used in accounting for the work, the submission of periodic payments, the rules and regulations for federal aid projects, if applicable, and any other information applicable to the project.

SPECIAL NOTES

LIQUIDATED DAMAGES

The Contractor's attention is called to the liquidated damages clause in the Agreement.





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Union

Daniel Nead, Project Engineer  
59 Court St. Suite 400  
Binghamton NY 13901

Schedule Year 2022 through 2023  
Date Requested 02/28/2023  
PRC# 2023002360

Location 3111 E. Main Street  
Project ID# 16723.04  
Project Type Replacement of the egress stair for the Town's office building.

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

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

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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



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

## **Introduction**

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

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

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

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

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

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

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

## **Hours**

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

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

## **Wages and Supplements**

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

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

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

## **Payrolls and Payroll Records**

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

## **Workers' Compensation**

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

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

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

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

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

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

## **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Union

Daniel Nead, Project Engineer  
59 Court St. Suite 400  
Binghamton NY 13901

Schedule Year 2022 through 2023  
Date Requested 02/28/2023  
PRC# 2023002360

Location 3111 E. Main Street  
Project ID# 16723.04  
Project Type Replacement of the egress stair for the Town's office building.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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





### **Social Security Numbers on Certified Payrolls:**

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

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

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

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

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

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

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

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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

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

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

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

Reports should contain the following information:

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

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

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

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





## Required Notice under Article 25-B of the Labor Law

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

#### **The law says that you are an employee unless:**

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)



# Attention Employees

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

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

Chapter 629 of the Labor Laws of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**

<https://dol.ny.gov/public-work-and-prevailing-wage>

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

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

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





## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Broome County General Construction

### Boilermaker

03/01/2023

#### JOB DESCRIPTION Boilermaker

DISTRICT 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

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

#### SUPPLEMENTAL BENEFITS

Per hour

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

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

#### OVERTIME PAY

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

#### HOLIDAY

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

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

#### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour

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

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

1-197

### Carpenter - Building

03/01/2023

#### JOB DESCRIPTION Carpenter - Building

DISTRICT 2

#### ENTIRE COUNTIES

Broome, Tioga

#### WAGES

Per hour:

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional	07/01/2025 Additional
Carpenter	\$ 29.30	\$ 1.30	\$ 1.30	\$ 1.30
Floor Coverer	29.30	1.30	1.30	1.30
Carpet Layer	29.30	1.30	1.30	1.30
Dry-Wall	29.30	1.30	1.30	1.30
Diver-Wet Day	36.25	0.00	0.00	0.00
Diver -Dry Day	30.30	1.30	1.30	1.30
Diver Tender	30.30	1.30	1.30	1.30

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 \$ 20.56

### OVERTIME PAY

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

#### CARPENTER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.40	\$ 12.40	\$ 15.05	\$ 15.05	\$ 15.05
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#### PILEDRIIVER/DOCK BUILDER APPRENTICES

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

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

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

Supplemental Benefits per hour:

\$ 12.40	\$ 12.40	\$ 15.05	\$ 15.05
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#### LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.40	\$ 12.40	\$ 15.05	\$ 15.05
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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.

2-277B-Bro

**Carpenter - Building / Heavy&Highway**

**03/01/2023**

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

\*To be allocated at a later date

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.45

### OVERTIME PAY

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

### HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

### REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

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

2-42AtSS

### Carpenter - Heavy&Highway

03/01/2023

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

### ENTIRE COUNTIES

Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

### WAGES

Per hour	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Carpenter	\$ 34.13	\$ 2.50*	\$ 2.75*
Piledriver	34.13	2.50*	2.75*
Diver-Wet Day	59.13	2.50*	2.75*
Diver-Dry Day	35.13	2.50*	2.75*
Diver-Tender	35.13	2.50*	2.75*

\*To be allocated at a later date.

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

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

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.45

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

**CAPRENTER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 16.97	\$ 17.41	\$ 19.40	\$ 19.84	\$ 20.28
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**PILEDRIIVER/DOCKBUILDER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 16.97	\$ 17.41	\$ 19.84	\$ 20.28
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**NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

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

2-277HH-Bro

**Electrician**

**03/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome

**PARTIAL COUNTIES**

Chenango: Entire County except the Townships of Columbus, New Berlin and Sherburne.

Delaware: Only the Townships of Davenport, Delhi, Deposit, Franklin, Hamden, Masonville, Meredith, Sidney, Tompkins and Walton Townships, and that portion of Colchester and Hancock Townships north of the east branch of the Delaware River.  
Otsego: Only the Townships of Butternuts, Hartwick, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unadilla and Westford.  
Tioga: Only the Townships of Berkshire, Newark Valley, Owego, Richford and Tioga.

## WAGES

Per hour: 07/01/2022

Electrician (base wage)	\$ 37.29
Cable Splicer	43.54

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

## SHIFT WORK / SINGLE IRREGULAR WORK SHIFT:

When shift work or a single irregular work shift is mandated in the job specifications or by the contracting agency, the following journeyman hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours of 8:00AM and 4:30PM	\$ 37.29
Between the hours of 4:30PM and 1:00AM	43.74
Between the hours of 12:30AM and 9:00AM	49.00

## TEMPORARY HEAT:

On any job requiring temporary heat outside the regular working hours, where electrical power is used pertaining to this heat, it shall be manned on a shift work basis by an electrician at the base wage plus 25%.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 28.78 plus 3% of wage
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## OVERTIME PAY

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

\*Double time after 8 hours on Saturday.

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, *8, 16) on HOLIDAY PAGE

When a dated holiday falls on a Saturday it shall be celebrated on Friday. When a dated holiday falls on a Sunday, it shall be celebrated on Monday.

\*Good Friday may be celebrated the following Monday by mutual agreement of Employer and Employees.

## REGISTERED APPRENTICES

WAGES: Terms at the following percentages of Journeyman's wage.

1st	2nd	3rd	4th	5th
0-2000 Hrs	2000-3500 Hrs	3500-5000 Hrs	5000-6500 Hrs	6500-8000 Hrs
42%	48%	55%	65%	75%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

## SUPPLEMENTAL BENEFITS per hour:

07/01/2021

1st term	\$9.00 plus 3% of hourly wage
2nd term	\$24.12 plus 3% of hourly wage
3rd term	\$24.83 plus 3% of hourly wage
4th term	\$24.83 plus 3% of hourly wage
5th term	\$24.83 plus 3% of hourly wage

2-325

**Elevator Constructor**

**03/01/2023**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 6



## ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

## PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

## WAGES

Per hour: 07/01/2022

Elevator Constructor \$ 51.43  
Helper 36.00

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:

Journeyman \$ 36.885\*

\*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

## OVERTIME PAY

See (D, O) on OVERTIME PAGE

## HOLIDAY

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

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

NOTE: When a paid holiday falls on a 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: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyman.

6-62.1

**Glazier**

**03/01/2023**

**JOB DESCRIPTION** Glazier

**DISTRICT 5**

## ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

## WAGES

Per hour: 07/01/2022

Glazier \$ 26.50

**\*\* IMPORTANT NOTICE \*\***

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 \$ 27.60

### 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

1000 hour terms

Appr. 1st term	\$17.00
Appr. 2nd term	18.00
Appr. 3rd term	19.00
Appr. 4th term	20.00
Appr. 5th term	21.00
Appr. 6th term	22.00
Appr. 7th term	23.00
Appr. 8th term	24.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.60
Appr. 2nd term	12.60
Appr. 3rd term	18.60
Appr. 4th term	18.60
Appr. 5th term	19.60
Appr. 6th term	19.60
Appr. 7th term	20.60
Appr. 8th term	20.60

5-677z3

### Insulator - Heat & Frost

03/01/2023

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 6

### ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

### WAGES

Per hour: 07/01/2022

Asbestos Installer \$ 37.00  
Insulation Installer  
(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT	\$ 37.00
2ND SHIFT	42.55
3RD SHIFT	46.25

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 \$ 24.34

### OVERTIME PAY

See (\*B1, Q) on OVERTIME PAGE

\*NOTE: First 10 hours on Saturday

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4,6) on HOLIDAY PAGE.

Triple time for Labor Day if worked.

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

### REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
50%	60%	70%	80%
\$ 18.50	\$ 22.20	\$ 25.90	\$ 29.60

SUPPLEMENTAL BENEFITS per hour:

\$ 21.84	\$ 21.84	\$ 24.34	\$ 24.34
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6-30-Syracuse

### Ironworker

03/01/2023

**JOB DESCRIPTION** Ironworker

**DISTRICT** 6

### ENTIRE COUNTIES

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

### PARTIAL COUNTIES

Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.

Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamela, LeRay, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.

Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.

Schuyler: Only the Townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

### WAGES

Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2022	07/01/2023
	\$ 31.80	Additional \$ 1.50*

\*To be allocated at a later date.

NOTE: Shift work mandated by the project owner. All shifts will be (8) hours.

1st Shift	\$ 31.80
2nd Shift	34.98
3rd Shift	36.57

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10 % TO THE WAGE RATE POSTED ABOVE.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 30.53
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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: Any holiday which occurs on Sunday shall be observed the following Monday.

### REGISTERED APPRENTICES

WAGES per hour: One year terms at the following rates.

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

**SUPPLEMENTAL BENEFITS** per hour:

1st year	\$ 11.53
2nd year	19.58
3rd year	20.73
4th year	21.88

6-60

**Laborer - Building**

**03/01/2023**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome, Chemung, Steuben

**PARTIAL COUNTIES**

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

Schuyler: Entire County except the Township of Catherine and the Village of Odessa.

Tioga: Entire County except the Townships of Candor and Spencer.

**WAGES**

Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggy, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2022	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional	Additional
GROUP #1	\$ 25.75	\$ 1.20*	\$ 1.20*	\$ 1.25*
GROUP #2	26.75	1.20*	1.20*	1.25*
GROUP #3	27.75	1.20*	1.20*	1.25*
GROUP #4	27.75	1.20*	1.20*	1.25*

\*To be allocated at a later date.

**IMPORTANT NOTES:**

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

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: \$ 20.80

**OVERTIME PAY**

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

\*If working four (4) ten (10) hour days the make up day will be on Friday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a Holiday falls on Sunday it shall be observed on the following Monday.

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percent of Journeyman's wage

1st	2nd	3rd	4th
70%	80%	85%	90%

**SUPPLEMENTAL BENEFITS per hour:**

1st Term	\$ 14.10
2nd Term	15.35
3rd Term	16.23
4th Term	17.10

2-785 (7)

**Laborer - Heavy&Highway**

**03/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

**WAGES**

Per hour:

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

GROUP B: Basic Rate, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, 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 (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site, and where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2022	07/01/2023	07/01/2024
		Additional	Additional
GROUP A	\$ 32.80	\$ 3.00*	\$ 2.50*
GROUP B	33.00	3.00*	2.50*
GROUP C	33.20	3.00*	2.50*
GROUP D	33.40	3.00*	2.50*
GROUP E	36.00	3.00*	2.50*

\*To be allocated at a later date.

**NOTE ADDITIONAL AMOUNTS FOR THE FOLLOWING CONDITIONS:**

- 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 \$3.00 per hour.
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more than (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

**IMPORTANT NOTES:**

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- 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	\$ 23.11
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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

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.  
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay. However, an employee not able to report because of proven sickness, death in immediate family, or accident shall be entitled to holiday pay.

## REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 20.86
2nd term	21.61
3rd term	21.99
4th term	22.36

2-785h

## Laborer - Tunnel

03/01/2023

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 2

## ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

## PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.  
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

## WAGES

Per hour:

GROUP A: Change House Man

GROUP B: 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 Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Group A	\$ 35.98	\$ 3.00*	\$ 2.00*
Group B	36.18	3.00*	2.00*
Group C	38.98	3.00*	2.00*
Group D	39.18	3.00*	2.00*

\*To be allocated at a later date.

## NOTE ADDITIONAL AMOUNTS FOR THE FOLLOWING CONDITIONS:

- 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 \$3.00 per hour.  
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

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 \$ 23.11

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.

- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay. However, an employee not able to report because of proven sickness, death in immediate family, or accident shall be entitled to holiday pay.

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Group B wage

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st Term	\$ 7.75
2nd Term	7.75
3rd Term	15.51
4th Term	23.11

2-785T

#### Lineman Electrician

03/01/2023

#### JOB DESCRIPTION Lineman Electrician

#### DISTRICT 6

#### ENTIRE COUNTIES

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

#### WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			

Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

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

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

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

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

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

#### SUPPLEMENTAL BENEFITS

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

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

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



## OVERTIME PAY

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

## HOLIDAY

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

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

## REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a

## Lineman Electrician - Teledata

03/01/2023

### JOB DESCRIPTION Lineman Electrician - Teledata

### DISTRICT 6

#### ENTIRE COUNTIES

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

#### WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

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

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

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

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

#### SUPPLEMENTAL BENEFITS

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

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

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

## HOLIDAY

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

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting

03/01/2023

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

## ENTIRE COUNTIES

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

## WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
(Ref #14.01.01)

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

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

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

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

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

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

## SUPPLEMENTAL BENEFITS

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

07/01/2022	05/01/2023	05/06/2024
------------	------------	------------

Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

#### OVERTIME PAY

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a-LT

#### Lineman Electrician - Tree Trimmer

03/01/2023

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

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

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

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

#### SUPPLEMENTAL BENEFITS

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

07/01/2022	01/01/2023
------------	------------

Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

### Mason - Building

03/01/2023

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 5

#### ENTIRE COUNTIES

Broome, Chenango, Delaware, Otsego, Tioga

#### WAGES

Per hour: 07/01/2022

Building:

Bricklayer, Cement \$ 34.29

Mason, Plasterer, Stone

Mason, Tuck Pointer

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

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

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.31

#### OVERTIME PAY

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

\*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 21.86	\$ 27.00	\$ 28.18	\$ 30.86

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 20.13	\$ 20.19	\$ 22.48	\$ 23.27

5-3B - Bing - Z2

### Mason - Heavy&Highway

03/01/2023

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 5

#### ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

## PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

## WAGES

Per hour: 07/01/2022

Heavy & Highway:

Cement Mason \$ 34.88

Bricklayer 34.88

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.53

## 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:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour:

1st term \$ 14.03

2nd term \$ 22.97

3rd term \$ 23.11

4th term \$ 23.25

5-3h

## Mason - Tile Finisher

03/01/2023

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT** 5

## ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

## PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

## WAGES

Wages

Per hour: 07/01/2022

Building:

Marble, Slate, Terrazzo \$ 30.86

and Tile Finisher

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 \$ 18.61

## OVERTIME PAY

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

\*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

### HOLIDAY

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

### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd
\$ 18.52	\$ 21.60	\$ 24.69

Supplemental benefits per hour:

1st	2nd	3rd
\$ 12.17	\$ 12.28	\$ 16.44

5-3TF - Z4

### Mason - Tile Setter

03/01/2023

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT** 5

### ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

### PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

### WAGES

Wages  
Per Hour: 07/01/2022  
Building:  
Marble, Slate, Terrazzo \$ 33.69  
and Tile Setter

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 \$ 21.56

### OVERTIME PAY

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

\*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

### HOLIDAY

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

### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 20.21	\$ 23.58	\$ 26.95	\$ 30.32

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.29	\$ 12.42	\$ 21.30	\$ 21.43

5-3TS - Z4

### Millwright

03/01/2023

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

### ENTIRE COUNTIES

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

## WAGES

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

Per hour: 07/01/2022

Millwright - Power Generation \$ 41.23

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

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

## SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 26.72\*

\*NOTE: Subject to OT premium

## OVERTIME PAY

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

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

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

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

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

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

6-1163Power

**Millwright**

**03/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT** 7

## ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

## WAGES

Per hour:	07/01/2022
Building	\$ 32.22
Heavy & Highway*	34.22

\*Effective 5/1/2019, all Heavy and Highway Millwright construction will be paid at the rate indicated above.

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

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

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 23.32
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#### OVERTIME PAY

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

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

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

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

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

Certified Welder	\$ 1.75
Hazardous Waste Work (Bldg)	1.50
Hazardous Waste Work (H/H)	2.00
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.23
Appr. 2nd year	19.69
Appr. 3rd year	20.90
Appr. 4th year	22.11

7-1163 Zone 2

#### Operating Engineer - Building

03/01/2023

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 1

#### ENTIRE COUNTIES

Broome, Chenango, Tioga

#### WAGES

CLASS A1:

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

CLASS A:



Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

**CLASS B:**

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine(mounted or towed).

**CLASS C:**

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, 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**

07/01/2022

Class # A1	\$ 44.81
Class # A	42.41
Class # B	41.95
Class # C	39.64

Additional \$0.50 per hr for Tower Cranes.

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

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

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 30.00

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B:

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

Supplemental Benefits per hour worked

All terms \$ 25.50

**Operating Engineer - Heavy&Highway**

**03/01/2023**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Tioga, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

**CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius 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 Insertor (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

07/01/2022

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

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

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

- Additional \$4.00 per hr for Tower Cranes, including self erecting.

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

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 30.75

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

#### **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

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

Supplemental Benefits per hour worked

All Terms \$ 26.15

1-158H/H Alb

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

**03/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

#### **WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 28.05

### OVERTIME PAY

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2022

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

SUPPLEMENTAL BENEFIT per hour worked:

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

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

### Operating Engineer - Survey Crew - Consulting Engineer

03/01/2023

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

### WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05
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### OVERTIME PAY

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2022

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

SUPPLEMENTAL BENEFIT per hour worked:

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

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

## Operating Engineer - Tunnel

03/01/2023

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT** 7

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

### WAGES

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

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

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); 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 Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

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

Per hour: 07/01/2022

Master Mechanic	\$ 52.60
CLASS A	50.19

CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

#### CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

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

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

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 23.70  
+ 9.35\*

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

#### OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

#### REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

<b>Painter</b>	<b>03/01/2023</b>
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#### JOB DESCRIPTION Painter

#### DISTRICT 2

#### ENTIRE COUNTIES

Broome, Chenango, Tioga

#### WAGES

Per hour:

	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Painter	\$ 26.64	\$ 1.35*	\$ 1.35*
Taper, Paperhangers, and Vinyl hangers	27.97	1.42*	1.42*

\*To be allocated at a later date.

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)

- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', 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 \$ 22.24

#### OVERTIME PAY

See (B, \*E2, F, R) on OVERTIME PAGE

\*Saturday is also payable at the straight time rate if the employee misses work, except where a doctor or hospital's verification of illness is produced Monday through Friday when work was available to the employee. Saturday is not a make-up day when work is missed as a result of a Holiday.

If working 4 (four) 10 (ten) hour day schedule, Friday will be the makeup day.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

#### REGISTERED APPRENTICES

WAGES:

Painter: 750 hour terms at the Painter Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Taper: 750 hour terms at the following Journeyman Taper Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.10	\$ 11.00	\$ 11.00	\$ 13.00	\$ 14.00

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 10.00	\$ 13.00	\$ 14.00

2-178 B

#### Painter

03/01/2023

JOB DESCRIPTION Painter

DISTRICT 3

#### ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

#### WAGES

Per hour: 07/01/2022

Bridge	\$ 41.06
Tunnel	41.06
Tank*	39.06

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.89

#### OVERTIME PAY

Exterior work only See ( B, E4, F\*, R ) on OVERTIME PAGE.

All other work See ( B, F\*, R ) 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

#### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

#### Painter - Metal Polisher

03/01/2023

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT** 8

#### ENTIRE COUNTIES

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

#### WAGES

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

\*Note: Applies on New Construction & complete renovation

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

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:

All classification \$ 11.24

#### OVERTIME PAY

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

#### HOLIDAY

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

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

#### REGISTERED APPRENTICES

Wages per hour:



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

07/01/2022

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

## Plumber

03/01/2023

### JOB DESCRIPTION Plumber

### DISTRICT 2

#### ENTIRE COUNTIES

Broome, Chenango

#### PARTIAL COUNTIES

Cortland: Only the Township of Marathon.

Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Tompkins and Walton.

Madison: Only the Township of Georgetown.

Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otsego, Pittsfield, Unadilla, Westford and Worcester.

Tioga: Only the Townships of Newark Valley and Owego.

#### WAGES

Per hour:	07/01/2022	05/01/2023 Additional
Plumber	\$ 38.23	\$ 2.50
Steamfitter	38.23	2.50

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).

2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.

3. 3 consecutive work days or more:

First Shift - No Premium (Starting 6AM-9AM)

Second Shift - Regular hourly rate plus 12%

Third Shift - Regular hourly rate plus 18%

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$14.45
	+16.49*

\*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction costs (including engineering & architecture).

#### OVERTIME PAY

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

\*portion of supplemental benefits subject to V code when project cost is over one hundred million (including engineering & architecture).

### HOLIDAY

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

When a Holiday falls on Sunday, it will be celebrated the following day. If the holiday falls on a Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

### REGISTERED APPRENTICES

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

1st.	2nd.	3rd.	4th.	5th.
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st term \$ 14.45  
+8.10\*

All other terms \$ 14.45  
+12.49\*

\*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction costs (including engineering & architecture).

2-112s-SF

### Roofer

03/01/2023

**JOB DESCRIPTION** Roofer

**DISTRICT** 2

### ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

### WAGES

Per hour: 07/01/2022

Roofer, Waterproofer \$ 29.05

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$0.70 per hour will be paid when half faced respirator is required by Employer, Building Owner, or Public Entity.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 18.29

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

### REGISTERED APPRENTICES

WAGES: Six month terms at the following percentage of Journeyman's wage.

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

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$0.70 per hour will be paid when half faced respirator is required by Employer, Building Owner, or Public Entity.

SUPPLEMENTAL BENEFITS per hour:

1st term \$ 14.43

2nd term	14.92
3rd term	15.40
4th term	15.88
5th term	16.37
6th term	17.32

2-203elmi

## Sheetmetal Worker

03/01/2023

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 2**

### ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

### WAGES

Per hour:

	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Sheetmetal Worker	\$ 35.30	\$ 1.75*	\$ 1.75*
Polyresin Fiberglass	35.40	1.75*	1.75*
CAD Operator	36.30	1.75*	1.75*

\*To be allocated at a later date.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman: \$ 21.21

### OVERTIME PAY

See (\*B1, Q) on OVERTIME PAGE

\*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

### REGISTERED APPRENTICES

WAGES per hour:

Half Year Terms

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	21.18	21.18	22.95	24.71	26.48	28.24	30.00	31.78

SUPPLEMENTAL BENEFITS per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	1.68	1.68	17.70	17.78	17.86	17.94	18.02	18.10
								2-112

## Sprinkler Fitter

03/01/2023

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

### ENTIRE COUNTIES

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

### WAGES

Per hour 07/01/2022

Sprinkler Fitter \$ 38.15

### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 27.68

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

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

## REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.30	\$ 20.34	\$ 22.12	\$ 24.15	\$ 26.19	\$ 28.22	\$ 30.25	\$ 32.29	\$ 34.32	\$ 36.35

Supplemental Benefits per hour

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

1-669

## Teamster - Building 03/01/2023

**JOB DESCRIPTION** Teamster - Building

**DISTRICT** 6

### ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

### PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Burns, and Alfred.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Boylston and Sandy Creek.

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

Steuben: Only the Townships of Prattsburg, Canisteo, Fremont, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union, Troupsburg, and Jasper.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

### WAGES

GROUP A: Straight Trucks

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2022

Building: (under \$ 5 million\*)

GROUP A	\$ 24.43
GROUP B	24.43
GROUP C	24.43
GROUP D	24.43

Building: (over \$ 5 million\*)

GROUP A	\$ 25.48
GROUP B	25.58
GROUP C	25.83
GROUP D	25.63

\* Total project cost including General Construction, Plumbing, HVAC and Electrical

### SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million\*) \$ 28.63

(over \$5 million\*) 29.37

\* Total project cost including General Construction, Plumbing, HVAC and Electrical

### OVERTIME PAY

(D, O) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

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**Teamster - Heavy&Highway****03/01/2023**

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**JOB DESCRIPTION** Teamster - Heavy&Highway**DISTRICT 2****ENTIRE COUNTIES**

Broome, Delaware

**PARTIAL COUNTIES**

Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Worchester.

Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

**WAGES**

Per hour:

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

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.

	07/01/2022	07/01/2023	07/01/2024
Group #1	\$ 29.71	\$ 31.57	\$ 33.57
Group #2	29.80	31.66	33.66

**NOTES**

- An additional \$1.50 per hour shall be paid to an employee who performs hazardous waste removal work on a City, County, State and/or Federally designated waste site where employee is required to use or wear personal protective equipment.

- A single irregular work shift can start at a time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional \$2.50 per hour (applicable on projects bid on or after 07/01/2020).

**SUPPLEMENTAL BENEFITS**

Per hour paid:

	07/01/2022	07/01/2023	07/01/2024
	\$ 26.62	\$ 27.26	\$ 27.76

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

Any employee laid off within the week in which a holiday falls shall receive holiday pay.

2-317(Bing)

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**Welder****03/01/2023**

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**JOB DESCRIPTION** Welder**DISTRICT 1****ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2022

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY****HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- |        |   |
|--------|---|
| ( 1 )  | None  |
| ( 2 )  | Labor Day   |
| ( 3 )  | Memorial Day and Labor Day                                  |
| ( 4 )  | Memorial Day and July 4th                                   |
| ( 5 )  | Memorial Day, July 4th, and Labor Day                       |
| ( 6 )  | New Year's, Thanksgiving, and Christmas                     |
| ( 7 )  | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| ( 8 )  | Good Friday   |
| ( 9 )  | Lincoln's Birthday  |
| ( 10 ) | Washington's Birthday                                       |
| ( 11 ) | Columbus Day  |
| ( 12 ) | Election Day  |
| ( 13 ) | Presidential Election Day                                   |
| ( 14 ) | 1/2 Day on Presidential Election Day                        |
| ( 15 ) | Veterans Day  |
| ( 16 ) | Day after Thanksgiving                                      |
| ( 17 ) | July 4th  |
| ( 18 ) | 1/2 Day before Christmas                                    |
| ( 19 ) | 1/2 Day before New Years                                    |
| ( 20 ) | Thanksgiving  |
| ( 21 ) | New Year's Day  |
| ( 22 ) | Christmas   |
| ( 23 ) | Day before Christmas  |
| ( 24 ) | Day before New Year's                                       |
| ( 25 ) | Presidents' Day   |
| ( 26 ) | Martin Luther King, Jr. Day                                 |
| ( 27 ) | Memorial Day  |
| ( 28 ) | Easter Sunday   |



( 29 )      Juneteenth



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

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

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**



**NYSDOL Bureau of Public Work Debarment List 02/28/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

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DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002



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DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 11444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026

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DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

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DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

**PART IV**

**TECHNICAL SPECIFICATIONS**



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**SECTION 014533**  
**CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

**1.02 RELATED REQUIREMENTS**

- A. Document 007200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 013000 - Administrative Requirements: Submittal procedures.
- C. Section 014000 - Quality Requirements.
- D. Section 014219 - Reference Standards.
- E. Section 016000 - Product Requirements: Requirements for material and product quality.

**1.03 ABBREVIATIONS AND ACRONYMS**

- A. AHJ: Authority having jurisdiction.
- B. IAS: International Accreditation Service, Inc.
- C. NIST: National Institute of Standards and Technology.

**1.04 DEFINITIONS**

- A. Code or Building Code: ICC (IBC)-2018, Edition of the International Building Code and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. Special Inspection:
  - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
  - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

**1.05 REFERENCE STANDARDS**

- A. ACI 318 - Building Code Requirements for Structural Concrete 2019 (Reapproved 2022).
- B. AISC 360 - Specification for Structural Steel Buildings 2022.
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.
- E. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field 2022.

- F. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete 2017.
- G. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction 2019.
- H. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2021.
- I. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing 2021.
- J. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- K. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel 2018, with Errata (2022).
- L. AWS D1.4/D1.4M - Structural Welding Code - Steel Reinforcing Bars 2018, with Amendment (2020).
- M. IAS AC89 - Accreditation Criteria for Testing Laboratories 2021.
- N. IAS AC291 - Accreditation Criteria for Special Inspection Agencies AC291 2019.
- O. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- P. ICC (IBC)-2018 - International Building Code 2018.

#### **1.06 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
  - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
  - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Testing Agency is acceptable to AHJ.
- D. Manufacturer's Qualification Statement: Manufacturer is required to submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.
- E. Fabricator's Qualification Statement: Fabricator is required to submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.
- F. Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of product and specifications section.



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- f. Location in the Project.
      - g. Type of special inspection.
      - h. Date of special inspection.
      - i. Results of special inspection.
      - j. Compliance with Contract Documents.
    - 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
  - G. Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.
    - 1. Include:
      - a. Date issued.
      - b. Project title and number.
      - c. Name of inspector.
      - d. Date and time of sampling or inspection.
      - e. Identification of product and specifications section.
      - f. Location in the Project.
      - g. Type of test or inspection.
      - h. Date of test or inspection.
      - i. Results of test or inspection.
      - j. Compliance with Contract Documents.
  - H. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Architect and AHJ, in quantities specified for Product Data.
    - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
    - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and AHJ.

#### **1.07 SPECIAL INSPECTION AGENCY**

- A. Owner or Architect will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### **1.08 TESTING AND INSPECTION AGENCIES**

- A. Owner or Architect may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### **1.09 QUALITY ASSURANCE**

- A. Special Inspection Agency Qualifications:
  - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
  - 2. Accredited by IAS according to IAS AC291.
- B. Testing Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.
  2. Accredited by IAS according to IAS AC89.
- C. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL**

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
  2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

**3.02 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION**

- A. Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC).
- B. High-Strength Bolt, Nut and Washer Material:
1. Verify identification markings comply with ASTM standards specified in the approved contract and to AISC 360, Section A3.3; periodic.
  2. Submit manufacturer's certificates of compliance; periodic.
- C. High-Strength Bolting Installation: Verify items listed below comply with AISC 360, Section M2.5.
1. Snug tight joints; periodic.
- D. Weld Filler Material:
1. Verify identification markings comply with AWS standards specified in the approved Contract Documents and to AISC 360, Section A3.5; periodic.
  2. Submit manufacturer's certificates of compliance; periodic.
- E. Welding:
1. Structural Steel.
    - a. Complete and Partial Joint Penetration Groove Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - b. Multipass Fillet Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - c. Single Pass Fillet Welds Less than 5/16 inch (7.94 mm) Wide: Verify compliance with AWS D1.1/D1.1M; periodic.
    - d. Plug and Slot Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - e. Single Pass Fillet Welds 5/16 inch (7.94 mm) or Greater: Verify compliance with AWS D1.1/D1.1M; continuous.
    - f. Floor and Roof Deck Welds: Verify compliance with AWS D1.3/D1.3M; continuous.
  2. Reinforcing Steel: Verify items listed below comply with AWS D1.4/D1.4M and ACI 318, Section 3.5.2.
    - a. Verification of weldability; periodic.
    - b. Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames as well as boundary elements of special structural walls of concrete and shear reinforcement; continuous.
    - c. Shear reinforcement; continuous.
    - d. Other reinforcing steel; periodic.
- F. Steel Frame Joint Details: Verify compliance with approved Contract Documents.

1. Details, bracing and stiffening; periodic.
2. Member locations; periodic.
3. Application of joint details at each connection; periodic.

### **3.03 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION**

- A. Reinforcement, Verification of Placement: Verify compliance with ACI 318, Chapters 20, 25.2, 25.3, 26.6.1-26.6.3; periodic.
- B. Anchors Cast in Concrete: Verify compliance with ACI 318, 17.8.2; periodic.
- C. Anchors Post-Installed in Hardened Concrete: Verify compliance with ACI 318.
  1. Adhesive Anchors: Verify horizontally or upwardly-inclined orientation installations resisting sustained tension loads - Section 17.8.2.4; continuous.
  2. Other Mechanical and Adhesive Anchors: Verify as per Chapter 17.8.2; periodic.
- D. Design Mix: Verify plastic concrete complies with the design mix in approved Contract Documents and with ACI 318, Chapter 19, 16.4.3, 26.4.4; periodic.
- E. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172/C172M, ASTM C31/C31M and ACI 318, Chapter 26.5, 26.12, and record the following, continuous:
  1. Slump.
  2. Air content.
  3. Temperature of concrete.
- F. Concrete: Verify application techniques comply with approved Contract Documents and ACI 318, Chapter 26.5; continuous.
- G. Specified Curing Temperature and Techniques: Verify compliance with ACI 318, Chapter 26.5.3-26.5.5; periodic.
- H. Prestressed Concrete: Verify compliance with approved Contract Documents; continuous.
  1. Application of Prestressing Forces: Verify compliance with ACI 318, Chapter 26.10.
  2. Grouting of Bonded Prestressing Tendons: Verify compliance with ACI 318, Chapter 26.10.
- I. Formwork Shape, Location and Dimensions: Verify compliance with approved Contract Documents and ACI 318, Chapter 26.11.1.2(b); periodic.

### **3.04 SPECIAL INSPECTIONS FOR SOILS**

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
  1. Design bearing capacity of material below shallow foundations; periodic.
  2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
  3. Materials, densities, lift thicknesses; placement and compaction of backfill; continuous.
  4. Subgrade, prior to placement of compacted fill verify proper preparation; periodic.
- B. Testing: Classify and test excavated material; periodic.

### **3.05 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES**

- A. Special Inspection Agency shall:
  1. Verify samples submitted by Contractor comply with the referenced standards and the approved Contract Documents.
  2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  3. Perform specified sampling and testing of products in accordance with specified reference standards.
  4. Ascertain compliance of materials and products with requirements of Contract Documents.

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- 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
  - 6. Perform additional tests and inspections required by Architect.
  - 7. Attend preconstruction meetings and progress meetings.
  - 8. Submit reports of all tests or inspections specified.
  - B. Limits on Special Inspection Agency Authority:
    - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
    - 2. Agency may not approve or accept any portion of the work.
    - 3. Agency may not assume any duties of Contractor.
    - 4. Agency has no authority to stop the work.
  - C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
  - D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **3.06 TESTING AGENCY DUTIES AND RESPONSIBILITIES**

- A. Testing Agency Duties:
  - 1. Test samples submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
  - 6. Perform additional tests and inspections required by Architect.
  - 7. Attend preconstruction meetings and progress meetings.
  - 8. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the work.
- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

### **3.07 CONTRACTOR DUTIES AND RESPONSIBILITIES**

- A. Contractor Responsibilities, General:
  - 1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
  - 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to work to be tested or inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.

- c. To facilitate tests or inspections.
  - d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
- 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Retain special inspection records.

### **3.08 STATEMENT OF SPECIAL INSPECTIONS**

- A. Refer to attached form, "Statement of Special Inspections", at the end of this section.
- B. Refer to attached, "Schedule of Special Inspections", at the end of this section.

### **3.09 SPECIAL INSPECTION REPORTS**

- A. Report Requirement: Special Inspectors shall keep records of inspections. The special inspector shall furnish inspection reports to the code enforcement official, and to the registered design professional in responsible charge.
  - 1. Reports shall indicate that work inspected was done in conformance to approved construction documents.
  - 2. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the code enforcement official and to the registered design professional in responsible charge prior to the completion of that phase of the work.
- B. Periodic Report: On the first day of each month, the special inspector shall furnish to the Architect five copies of the combined progress reports of the special inspector's observations. These progress reports shall list all special inspections of construction or reviews of testing performed during that month, note all uncorrected deficiencies, and describe the corrections made both to these deficiencies and to previously reported deficiencies.
  - 1. Each monthly report shall be signed by all special inspectors who performed special inspections of construction or reviewed testing during that month, regardless of whether they reported any deficiencies.
  - 2. Each monthly report shall be signed by the Contractor.
- C. Final Report: At completion of construction, each special inspector shall prepare and sign a final report attesting that all work they inspected and all testing and test reports they reviewed were completed in accordance with the approved construction documents and that deficiencies identified were satisfactorily corrected.
  - 1. The Special Inspector shall submit a combined final report containing the signed final reports.
  - 2. The Contractors shall sign the combined final report attesting that all final reports of special inspectors that performed work to comply with these construction documents are contained therein, and that the Contractor has reviewed and approved all of the individual inspector's final reports.
  - 3. Refer to attached form, "Special Inspections Report", attached at the end of this section.

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**STATEMENT OF SPECIAL INSPECTIONS**

Name of Project:

Address or Legal Description:

Owner's Name:

**AUTHORITY HAVING JURISDICTION:**

I \_\_\_\_\_, as the Owner's \_\_\_\_\_, or Agent of the Owner  
(contractors may not employ the Special Inspector), certify that I or architect/engineer of  
record, will be responsible for employing the special inspector(s) as required by the Building  
Code of New York State for the construction project located at the site listed above.

Signed:

I \_\_\_\_\_, as the structural engineer of record, certify that I have prepared the  
following special inspections program as required by the Building Code of New York State for  
the construction project located at the site listed above.

Printed Name:

Seal

Signature:

Date:

List of work requiring special inspections: See following schedule.

**SPECIAL INSPECTIONS REPORT**Report Type: ☐ Continuous ☐ Periodic ☐ Final

Work/Material Inspected:

Project Name:

Address or Legal Description:

Owner's Name:

Phone:

email:

Approved Inspection Agency:

Address:

Phone:

email:

Authority Having Jurisdiction:

Address:

Phone:

email:

Registered Design Professional of Record:

Address:

Phone:

email:

Statement of Conformance:

Discrepancies:

☐ None

Contractor review:

Contractor signature:

Contractor correction:

Outstanding Discrepancies:

☐ None

Authority Having Jurisdiction review:

Registered Design Professional review:

**END OF SECTION**

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## **SECTION 024100 DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Selective demolition of built site elements.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 011000 - Summary: Sequencing and staging requirements.
- C. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

#### **1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
  - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

#### **1.05 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Company specializing in the type of work required.

### **PART 2 PRODUCTS**

#### **2.01 NOT APPLICABLE**

### **PART 3 EXECUTION**

#### **3.01 SCOPE**

- A. Remove portions of existing buildings as indicated in construction documents.

#### **3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 5. Provide, erect, and maintain temporary barriers and security devices.
  - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 7. Do not close or obstruct roadways or sidewalks without permit.

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- 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - B. Do not begin removal until receipt of notification to proceed from Owner.
  - C. Protect existing structures and other elements that are not to be removed.
    - 1. Provide bracing and shoring.
    - 2. Prevent movement or settlement of adjacent structures.
    - 3. Stop work immediately if adjacent structures appear to be in danger.
  - D. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
  - E. Perform demolition in a manner that maximizes salvage and recycling of materials.
    - 1. Dismantle existing construction and separate materials.
    - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

### **3.03 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities or life safety systems without permit from authority having jurisdiction and Owner.
- D. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

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**SECTION 033000  
CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Concrete building frame members.
- C. Concrete for composite floor construction.
- D. Elevated concrete slabs.
- E. Floors and slabs on grade.
- F. Concrete shear walls, elevator shaft walls, and foundation walls.
- G. Concrete reinforcement.
- H. Joint devices associated with concrete work.
- I. Miscellaneous concrete elements, including equipment pads, equipment pits, light pole bases, flagpole bases, thrust blocks, and manholes.
- J. Concrete curing.
- K. Concrete repair materials.

**1.02 RELATED REQUIREMENTS**

- A. Section 079200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

**1.03 REFERENCE STANDARDS**

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).
- B. ACI 211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide 2022.
- C. ACI 301 - Specifications for Concrete Construction 2020.
- D. ACI 302.1R - Guide to Concrete Floor and Slab Construction 2015.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).
- F. ACI 305R - Guide to Hot Weather Concreting 2020.
- G. ACI 306R - Guide to Cold Weather Concreting 2016.
- H. ACI 308R - Guide to External Curing of Concrete 2016.
- I. ACI 318 - Building Code Requirements for Structural Concrete 2019 (Reapproved 2022).
- J. ACI 347R - Guide to Formwork for Concrete 2014 (Reapproved 2021).
- K. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.
- L. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete 2022.
- M. ASTM C33/C33M - Standard Specification for Concrete Aggregates 2018.
- N. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens 2021.
- O. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2022a.
- P. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete 2020.
- Q. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete 2020.

- R. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method 2016.
- S. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete 2019.
- T. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete 2019, with Editorial Revision (2022).
- U. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete 2022.
- V. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures 2020.
- W. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2018.
- X. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types) 2018.
- Y. ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair 2013.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix Design: Submit proposed concrete mix design.
  - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
  - 2. Indicate proposed mix design complies with requirements of ACI 318, Chapter 5 - Concrete Quality, Mixing and Placing.
- D. Test Reports: Submit report for each test or series of tests specified.
- E. Reinforcement Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, and location of splices
- F. Reports: Submit certified copies of mill test report of reinforcement materials analysis.

#### **1.05 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

### **PART 2 PRODUCTS**

#### **2.01 FORMWORK**

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Form Facing for Exposed Finish Concrete: Steel.
  - 2. Earth Cuts: Do not use earth cuts as forms for vertical surfaces. Natural rock formations that maintain a stable vertical edge may be used as side forms.
  - 3. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
  - 4. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

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**2.02 REINFORCEMENT MATERIALS**

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
- B. Steel Welded Wire Reinforcement (WWR): Plain type, ASTM A1064/A1064M.
  - 1. Form: Flat Sheets.
  - 2. WWR Style: 6x6-W2.9xW2.9.
- C. Reinforcement Accessories:
  - 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
  - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

**2.03 CONCRETE MATERIALS**

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
  - 1. Acquire cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
  - 1. Acquire aggregates for entire project from same source.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Calcined Pozzolan: ASTM C618, Class N.
- E. Silica Fume: ASTM C1240, proportioned in accordance with ACI 211.1.
- F. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

**2.04 ADMIXTURES**

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- C. Water Reducing and Accelerating Admixture: ASTM C494/C494M Type E.
- D. Water Reducing and Retarding Admixture: ASTM C494/C494M Type D.

**2.05 BONDING AND JOINTING PRODUCTS**

- A. Slab Isolation Joint Filler: 1/2 inch (13 mm) thick, height equal to slab thickness, with removable top section that will form 1/2 inch (13 mm) deep sealant pocket after removal.
  - 1. Material: ASTM D1751, cellulose fiber.

**2.06 CURING MATERIALS**

- A. Resin Curing Compound: Solvent-based liquid, membrane-forming.
  - 1. Comply with ASTM C309, Types 1 and 1D, Classes A and B.
  - 2. VOC Content: Less than 350 g/L.
- B. Moisture-Retaining Sheet: ASTM C171.
  - 1. Polyethylene film, white opaque, minimum nominal thickness of 4 mil, 0.004 inch (0.102 mm).

**2.07 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
  - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete: Footings .

1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,500 pounds per square inch.
  2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  3. Cement Content: Minimum 540 pounds per cubic yard.
  4. Water-Cement Ratio: Maximum 50 percent by weight.
  5. Maximum Slump: 3 1/2 inches (+/- one inch.)
  6. Maximum Aggregate Size: 1 inch.
- E. Normal Weight Concrete: Exposed Foundations walls and Retaining Walls
1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 5,000 pounds per square inch (34.5 MPa).
  2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  3. Cement Content: Minimum 660 pounds per cubic yard.
  4. Water-Cement Ratio: Maximum 45 percent by weight.
  5. Total Air Content: 6 percent (+/- one percent), determined in accordance with ASTM C173/C173M.
  6. Maximum Slump: 3 1/2 inches (+/- one inch.)
  7. Maximum Aggregate Size: 1 inch.
- F. Normal Weight Concrete: Exterior Slabs.
1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 5,000 pounds per square inch (34.5 MPa).
  2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  3. Cement Content: Minimum 660 pounds per cubic yard.
  4. Water-Cement Ratio: Maximum 45 percent by weight.
  5. Total Air Content: 5 percent (+/- one percent) determined in accordance with ASTM C173/C173M.
  6. Maximum Slump: 3 1/2 inches (+/- one inch.)
  7. Maximum Aggregate Size: 3/4 inch (19 mm).
- G. Controlled Low Strength Material (CLSM)
1. Removable Material. (Fill option)
    - a. Material shall meet the requirements of ACI 229R with a minimum compressive strength of 50 to 100 lb./sq. in.

## 2.08 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### 3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent. Coat contact surfaces of forms with form-release agent before placing reinforcement.
- C. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- D. Construct forms tight enough to prevent loss of concrete mortar.

- E. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- F. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
  - 2. Class C, 1/2 inch for rough-formed finished surfaces.
- G. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 1. Install keyways, reglets, recesses, and the like, for easy removal.
  - 2. Do not use rust-stained steel form-facing material.
- H. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- I. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- J. Chamfer exterior corners and edges of permanently exposed concrete.
- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- L. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- M. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- N. Prepare existing concrete surfaces to be repaired according to ICRI 310.2R.
- O. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in accordance with bonding agent manufacturer's instructions.
  - 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.
  - 2. Use latex bonding agent only for non-load-bearing applications.
- P. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.

### **3.03 INSTALLING REINFORCEMENT, ANCHOR RODS, AND OTHER EMBEDDED ITEMS**

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
  - 2. Allow six hours between completion of reinforcement installation and placement of concrete for special inspection.
- B. Bend steel reinforcement in accordance with ACI 318.
  - 1. Do not heat steel reinforcement for bending. Bend or straighten bars cold.
  - 2. Do not bend partially embedded steel reinforcement, except as approved.
- C. Clean reinforcement of dirt, grease, scale, loose rust, oil, paint and other foreign matter prior to installation.

- D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- E. Splicing of Reinforcement: Conform to ACI 318 Chapter 12 for wired lap splices and embedment lengths.
- F. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- G. Install welded wire reinforcement in maximum possible lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Splice laps with tie wire.
- H. "Hooking-up" or "Walking-in" of any reinforcement will not be permitted.
- I. Maintain required concrete cover dimensions indicated. Coordinate placement of conduit and inserts with reinforcement. Protect installed reinforcement from damage or displacement prior to and during concrete placement.
- J. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.
- K. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303. Misplaced or damaged anchor rods shall be subject to re-engineering fees.
  - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  - 3. Install dovetail anchors in concrete structures as indicated.

### 3.04 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.05 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R. Verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed and corrections made.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.



- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
    - a. Supplement mechanical consolidation by hand, spading, rodding, or tamping.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Place concrete for floor slabs in accordance with ACI 302.1R. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- F. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
- G. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

### **3.06 SLAB JOINTING**

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.

### **3.07 FLOOR FLATNESS AND LEVELNESS TOLERANCES**

- A. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

### **3.08 CONCRETE FINISHING**

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch (6 mm) or more in height. Provide finish as follows:
  - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.
- C. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Surfaces to Receive rough broom finish.

2. Other Surfaces to Be Left Exposed: Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

### **3.09 CURING AND PROTECTION**

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
  1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water-fog spray or saturated burlap.
  2. Final Curing: Begin after initial curing but before surface is dry.
    - a. Curing Compound: Apply in two coats at right angles, using application rate recommended by manufacturer.

### **3.10 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards (76 cu m) or less of each class of concrete placed.
- E. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- F. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

### **3.11 DEFECTIVE CONCRETE**

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

### **3.12 PROTECTION**

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

**END OF SECTION**

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**SECTION 051200  
STRUCTURAL STEEL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Structural steel framing members.
- B. Structural steel support members and struts.
- C. Base plates, shear stud connectors.
- D. Grouting under base plates.

**1.02 REFERENCE STANDARDS**

- A. AISC (MAN) - Steel Construction Manual 2017.
- B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges 2022.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- E. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- F. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- G. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- H. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts 2021a.
- I. ASTM A563M - Standard Specification for Carbon and Alloy Steel Nuts (Metric) 2021a.
- J. ASTM A992/A992M - Standard Specification for Structural Steel Shapes 2022.
- K. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2022.
- L. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions 2019.
- M. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- N. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172 2019.
- O. RCSC (HSBOLT) - Specification for Structural Joints Using High-Strength Bolts; Research Council on Structural Connections 2020.
- P. SSPC-SP 3 - Power Tool Cleaning 2018.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.
- C. Fabricator's Qualification Statement: Provide documentation showing steel fabricator's years of experience performing this type of work and provide list of minimum five (5) previous projects.

**1.04 QUALITY ASSURANCE**

- A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."

- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications: A qualified steel fabricator that is certified by the American Institute of Steel Construction (AISC) Fabricator Certification Program for Structural Steel Buildings in accordance with AISC 207-20.
- D. Design connections not detailed on drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Steel Angles and Plates: ASTM A36/A36M.
- B. Steel W Shapes and Tees: ASTM A992/A992M.
- C. Rolled Steel Structural Shapes: ASTM A992/A992M.
- D. Cold-Formed Structural Tubing: ASTM A500/A500M, Grade B.
- E. Hot-Formed Structural Tubing: ASTM A501/A501M, seamless or welded.
- F. Structural Bolts and Nuts: Carbon steel, ASTM A307, Grade A and galvanized in compliance with ASTM A153/A153M Class C.
- G. High-Strength Structural Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, with matching compatible ASTM A563 or ASTM A563M nuts and ASTM F436/F436M washers.
- H. Tension Control Bolts: Twist-off type; ASTM F3125/F3125M.
- I. Headed Anchor Rods: ASTM A307 Grade C, plain.
- J. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- K. Grout: ASTM C1107/C1107M; Non-shrink; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  - 1. Minimum Compressive Strength at 48 Hours: 2,000 pounds per square inch (13.7 MPa).
  - 2. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch (48 MPa).
- L. Shop and Touch-Up Primer: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.
- M. Touch-Up Primer for Galvanized Surfaces: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction. test

### **2.02 FABRICATION**

- A. Shop fabricate to greatest extent possible.
- B. Fabricate connections for bolt, nut, and washer connectors.

### **2.03 FINISH**

- A. Prepare structural component surfaces in accordance with SSPC-SP 3.
- B. Shop prime structural steel members. Do not prime surfaces that will be fireproofed, field welded, in contact with concrete, or high strength bolted.

### **2.04 SOURCE QUALITY CONTROL**

- A. Welded Connections: Visually inspect all shop-welded connections

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## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed. Verify elevations of concrete and masonry bearing surfaces, and locations of anchor rods, bearing plates and other embedments for compliance with construction documents.
- B. Proceed with erection only after unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Provide temporary shores, guys, braces and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections and bracing are in place unless otherwise directed.
  - 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

### **3.03 ERECTION**

- A. Erect structural steel in compliance with AISC 303.
- B. Do not field cut or alter structural members without approval of Architect.
- C. Provide temporary shores, guys, braces and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections and bracing are in place unless otherwise directed.
  - 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.
- D. Grout solidly between column plates and bearing surfaces, complying with manufacturer's instructions for non-shrink grout. Trowel grouted surfaces smooth, splaying neatly to 45 degrees. Protect grout and allow to cure.
- E. Align and adjust various members that form part of a complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  - 1. Level and plumb individual members of structure.
  - 2. Make allowances for difference in temperature at time of erection and mean temperature when structure is completed and in service.
- F. Do not use thermal cutting during erection unless approved by architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

### **3.04 FIELD CONNECTIONS**

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint.
  - 1. Joint Type: Snug tightened, except slip critical at wind frames and moment connections.
- B. Welded Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welded work..
  - 1. Comply with AISC 303 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
  - 2. Remove backing bars or runoff tabs, back gouge and grind steel smooth.

3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

### **3.05 TOLERANCES**

- A. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- B. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- C. Maximum Offset From True Alignment: 1/4 inch (6 mm).

### **3.06 FIELD QUALITY CONTROL**

- A. High-Strength Bolts: Provide testing and verification of field-bolted connections in accordance with RCSC (HSBOLT) "Specification for Structural Joints Using High-Strength Bolts," testing at least 20 percent of bolts at each connection.

**END OF SECTION**

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**SECTION 051213**  
**ARCHITECTURALLY-EXPOSED STRUCTURAL STEEL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Additional requirements for structural steel members designated as architecturally-exposed structural steel (AESS).

**1.02 RELATED REQUIREMENTS**

- A. Section 051200 - Structural Steel Framing: General requirements for structural steel members, including AESS framing specified in this section.
- B. Section 055000 - Metal Fabrications: Loose steel bearing plates and miscellaneous steel framing.
- C. Section 078100 - Applied Fire Protection: Fireproof protection to framing and metal deck systems.
- D. Section 099113 - Exterior Painting: Finish coat requirements and coordination with primer and surface preparation specified in this section.
- E. Section 099123 - Interior Painting: Finish coat requirements and coordination with primer and surface preparation specified in this section.
- F. Section 099600 - High-Performance Coatings: Finish coat requirements and coordination with primer and surface preparation specified in this section.

**1.03 DEFINITIONS**

- A. Architecturally-Exposed Structural Steel: Structural steel complying with designated AESS category as defined in AISC 303.

**1.04 REFERENCE STANDARDS**

- A. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges 2022.
- B. AISC 360 - Specification for Structural Steel Buildings 2022.
- C. ASTM A6/A6M - Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling 2022.
- D. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- E. ASTM A1085/A1085M - Standard Specification for Cold-Formed Welded Carbon Steel Hollow Structural Sections (HSS) 2015.
- F. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2022.
- G. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- H. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification 2021.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- J. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- K. SSPC-SP 6 - Commercial Blast Cleaning 2007.

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**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Schedule and conduct a preinstallation meeting at project site one week prior to start of work of this section; require attendance by all affected installers. Coordinate requirements for shipping, special handling, storage, attachment of safety cables and temporary erection bracing, final coating, touch-up painting, mock-up coordination, Architect's observations, and other requirements for AESS.

**1.06 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product data for each type of product specified. Submit paint systems in accordance with Section 099113.
- C. Shop Drawings: Detailing for fabrication of AESS components.
  - 1. Provide erection documents clearly indicating which members are AESS members and the AESS category of each part.
  - 2. Include details that clearly identify AESS requirements found in this specification. Provide connections for AESS consistent with concepts shown on drawings.
  - 3. Indicate welds by AWS A2.4 symbols, distinguishing between shop and field welds, and show size, length and type of each weld. Identify grinding, finish and profile of welds as defined by the designated AESS category.
  - 4. Indicate orientation of hollow structural section (HSS) seams and mill marks (where applicable).
  - 5. Indicate type, size, finish and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tensioned shear/bearing connections. Indicate orientation of bolt heads.
  - 6. Indicate which surfaces or edges are exposed and what class of surface preparation is being used.
  - 7. Indicate special tolerances and erection requirements as noted on drawings or defined by the designated AESS category.
  - 8. Indicate vent or drainage holes for HSS members.
- D. AESS 1, AESS 2, and AESS 3 Samples: Provide samples of specific AESS characteristics. Samples may be small size samples or components of conventional structural steel demonstrating specific AESS characteristics, including surface preparation, sharp edges ground smooth, continuous weld appearance, weld show through, and fabrication mark removal.
- E. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- F. Qualification data for fabricator and erector to demonstrate their capabilities and experience. Include lists of completed projects names and address, names and addresses of architects and owners, photographs showing detail of installed AESS, and other information specified.

**1.07 QUALITY ASSURANCE**

- A. Fabricator Qualifications: In addition to those qualifications listed in Section 051200, engage an AISC Certified Fabricator, experienced in fabricating AESS similar to that indicated for this project with a record of successful in-service performance, as well as sufficient production capacity to fabricate AESS without delaying the work.
- B. Welder Qualifications: Welding processes and welding operators qualified within previous 12 months in accordance with AWS D1.1/D1.1M and dated no more than 12 months before start of scheduled welding work..
- C. Comply with applicable provisions of AISC 303, Section 10 for the designated AESS category.



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**1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Handle finished pieces in accordance with Section 10 of AISC 303, using nylon-type slings, or chains with softeners, or wire ropes with softeners such that they are not damaged.
- B. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration. Use special care in handling to prevent twisting or warping of AESS members.

**PART 2 PRODUCTS****2.01 GENERAL REQUIREMENTS**

- A. Comply with Section 051200, except as amended in this section for aesthetic purposes.
- B. Comply with AISC 303, Section 10 for specific AESS category designated on drawings.

**2.02 FABRICATION**

- A. Fabricate and assemble AESS in shop to greatest extent possible. Locate field joints in AESS assemblies at concealed locations or as approved by Architect. Detail AESS assemblies to minimize field handling and expedite erection.
- B. Permissible tolerances for member depth, width, out of square, and camber and sweep to be as specified in ASTM A6/A6M, ASTM A500/A500M, and ASTM A1085/A1085M.
- C. For curved structural members, whether composed of a single standard structural shape or built-up, the as-fabricated variation from theoretical curvature to be equal to or less than standard camber and sweep tolerances permitted for straight members in applicable ASTM standard.
- D. Use special care in handling and shipping of AESS both before and after shop painting to minimize damage to any shop finish. Use nylon-type slings or softeners when using chains or wire rope slings.
- E. Bolted Connections:
  - 1. Make in accordance with Section 051200. Provide bolt type and finish as noted herein.
- F. Welded Connections:
  - 1. Comply with AWS D1.1/D1.1M and Section 051200.
  - 2. Assemble and weld built-up sections by methods that will maintain alignment of members without warp exceeding tolerances of this section.
- G. Surface Preparation:
  - 1. Remove blemishes or unsightly surfaces resulting from temporary braces or fixtures.
  - 2. Remove backing and run out tabs.
- H. Fabricate AESS in accordance with categories defined in AISC 303, as follows:
  - 1. AESS 1: Basic elements.
  - 2. AESS 2: Feature elements viewed at a distance greater than 20 feet (6 m) (feature elements not in close view).
  - 3. AESS 3: Feature elements viewed at a distance less than 20 feet (6 m) (feature elements in close view).

**2.03 PAINT SYSTEM**

- A. Compatibility: All components/procedures of AESS paint system to comply with coating system specified, submitted, and approved per Sections 099113, 099123, and 099600. As a minimum, identify required surface preparation, primer, intermediate coat (if applicable), and finish coat. Primer, intermediate coating, and finish coating to be from a single manufacturer combined in a system documented by manufacturer with adequate guidance for fabricator to procure and execute.

- B. Primer: As specified in Sections 099113, 099123, and 099600. Primer to comply with all federal standards for VOC, lead and chromate levels.
- C. Finish Coating: Field apply intermediate and top coats per Sections 099113, 099123, and 099600.

## **2.04 SHOP PRIMING**

- A. Surface Preparation:
  - 1. Provide surface preparations to meet SSPC-SP 6.
  - 2. Coordinate required surface profile with approved paint submittal prior to beginning surface preparation.
  - 3. Prior to blasting, remove any grease and oil using solvent cleaning to meet SSPC-SP 1.
  - 4. Remove weld spatter, slivers and similar surface discontinuities.
  - 5. Ease sharp corners resulting from shearing, flame cutting or grinding.
- B. Shop prime structural steel members. Do not prime surfaces that will be fireproofed, field welded, in contact with concrete, or high strength bolted with slip-critical connections.
  - 1. Extend priming of members partially embedded in concrete or mortar to a depth of 2 inches (50.8 mm).
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's instructions to provide a dry film thickness of not less than 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
  - 2. Apply two coats of shop primer to surfaces that are inaccessible after assembly or erection.

## **2.05 MATERIALS**

- A. General: Meet requirements of 051200 as amended below.
- B. Tension Control, High-Strength Bolts, Nuts, and Washers: Per section 051200, Tension Control Bolts. Provide standard carbon steel finish rounded bolt heads with twist off bolts; ASTM F3125/F3125M.

## **2.06 SOURCE QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Structural Requirements:
  - 1. Comply with quality control requirements per AISC 360, Chapter N and AISC 303, Section 10. Refer to Section 051200 for additional requirements.
- C. AESS 1 and 2 Acceptance: Architect to observe AESS in the shop at a viewing distance consistent with final installation and determine acceptability based on qualification data and submittals. Quality assurance agency has no responsibility for enforcing requirements related to aesthetic effect.
- D. AESS 3,4, and C Acceptance: Architect to observe AESS in the shop at a viewing distance consistent with final installation and determine acceptability based on approved mock-up. Quality assurance agency has no responsibility for enforcing requirements related to aesthetic effect.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Erector to check all AESS members upon delivery for twist, kinks, gouges or other imperfections which may result in rejection of appearance of member. Coordinate remedial action with fabricator prior to erecting steel.

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**3.02 PREPARATION**

- A. Provide connections for temporary shoring, bracing and supports only where noted on approved fabrication documents. Temporary connections not shown are to be made at locations not exposed to view in final structure or as approved by Architect.
- B. Handle, lift and align pieces using nylon straps or chains with softeners required to maintain appearance of AECS through process of erection.

**3.03 ERECTION**

- A. AECS 1 and 2: Basic elements; feature elements not in close view:
  - 1. Employ special care to handle and erect AECS. Erect finished pieces using nylon straps or chains with softeners such that they are not damaged.
  - 2. Place weld tabs for temporary bracing and safety cabling at points concealed from view in completed structure or where approved by Architect during pre-installation meeting. Obtain Architect approval of methods for removing temporary devices and finishing AECS members prior to erection.
  - 3. AECS Erection Tolerances: Erect to standard frame tolerances for structural steel per Chapter 7 of AISC 303.
  - 4. Set AECS accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
  - 5. Remove blemishes or unsightly surfaces resulting from temporary braces or fixtures.
  - 6. Remove all backing and run out tabs.
  - 7. When temporary braces or fixtures are required to facilitate erection, take care to avoid any blemishes, holes or unsightly surfaces resulting from use or removal of such temporary elements.
  - 8. Bolted Connections: Align bolt heads on same side of connection as indicated on approved fabrication or erection documents.
  - 9. Welded Connections: Comply with AWS D1.1/D1.1M and Section 051200. Appearance and quality of welds to be consistent. Employ methods that will maintain alignment of members without warp exceeding tolerance of this section.
  - 10. Remove weld spatter exposed to view.
  - 11. Grind off projections larger than 1/16 inch (1.5875 mm) at field butt and plug welds.
  - 12. Continuous Welds: Where continuous welding is noted on drawings, provide continuous welds of a uniform size and profile.
  - 13. Do not enlarge holes in members by burning or by using drift pins. Ream holes that must be enlarged to admit bolts. Replace connection plates that are misaligned where holes cannot be aligned with acceptable final appearance.
  - 14. Splice members only where indicated.
  - 15. Obtain permission for any torch cutting or field fabrication from Architect. Finish sections thermally cut during erection to a surface appearance consistent with mock-up.
- B. AECS 3: Feature elements in close view:
  - 1. Erect to requirements of AECS 1 and 2 and as follows:
  - 2. Field Welding: Weld profile, quality, and finish to be consistent with mock-ups approved prior to fabrication.
  - 3. Provide a continuous appearance to all welded joints including tack welds. Provide joint filler at intermittent welds.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Structural Requirements:
  - 1. Comply with quality control requirements per AISC 360, Chapter N and AISC 303, Section 10. Refer to Section 051200 for additional requirements.

- C. AESS 1 and 2 Acceptance: Architect to observe AESS in place and determine acceptability based on qualification data and submittals. Quality assurance agency has no responsibility for enforcing requirements related to aesthetic effect.
- D. AESS 3,4, and C Acceptance: Architect to observe AESS in place and determine acceptability based on qualification data and submittals as well as on approved mock- up. Quality assurance agency has no responsibility for enforcing requirements related to aesthetic effect.

**3.05 CLEANING**

- A. Touch-up Painting: Complete cleaning and touch-up painting of field welds, bolted connections, and abraded areas of shop paint to blend with adjacent surfaces of AESS. Perform touch-up work in accordance with manufacturer's instructions and as specified in Section 099113, 099123, and 099600.

**END OF SECTION**

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**SECTION 055000  
METAL FABRICATIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Shop fabricated steel and aluminum items.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Placement of metal fabrications in concrete.
- B. Section 051200 - Structural Steel Framing: Structural steel column anchor bolts.
- C. Section 052100 - Steel Joist Framing: Structural joist bearing plates, including anchorage.
- D. Section 053100 - Steel Decking: Bearing plates for metal deck bearing, including anchorage.
- E. Section 055100 - Metal Stairs.
- F. Section 055213 - Pipe and Tube Railings.
- G. Section 323300 - Site Furnishings: Steel pipe bollards to match other site furnishings.

**1.03 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- C. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2022.
- E. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- F. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- G. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- H. AWS D1.2/D1.2M - Structural Welding Code - Aluminum 2014, with Errata (2020).
- I. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172 2019.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
  - 2. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.
    - a. Include the following, as applicable:
      - 1) Design criteria.
      - 2) Engineering analysis depicting stresses and deflections.
      - 3) Member sizes and gauges.
      - 4) Details of connections.
      - 5) Support reactions.
      - 6) Bracing requirements.

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## **1.05 QUALITY ASSURANCE**

- A. Design Stair System under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of New York.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M and dated no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS - STEEL**

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Slotted Channel Fittings: ASTM A1011/A1011M.
- F. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- G. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- H. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- I. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- J. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

### **2.02 FABRICATION**

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

### **2.03 FABRICATED ITEMS**

- A. Bollards: Steel pipe, concrete filled, crowned cap, as detailed; prime paint finish.
- B. Ledge Angles, Shelf Angles, Channels, and Plates Not Attached to Structural Framing: For support of metal decking; prime paint finish.
- C. Lintels: As detailed; galvanized finish.
- D. Slotted Channel Framing: Fabricate channels and fittings from structural steel complying with the referenced standards; factory-applied, rust-inhibiting thermoset acrylic enamel finish.

### **2.04 FINISHES - STEEL**

- A. Prime paint steel items.
  - 1. Exceptions: Galvanize items to be embedded in concrete.
  - 2. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.

- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: Two coats.
- E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)
- F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.
- G. Slotted Channel Framing: ASTM A653/A653M, Grade 33.

## **2.05 FABRICATION TOLERANCES**

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

### **3.02 PREPARATION**

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

### **3.03 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on shop drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

### **3.04 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

## **END OF SECTION**

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**SECTION 055100  
METAL STAIRS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Stairs with grating treads.
- B. Prefabricated stairs.
- C. Structural steel stair framing and supports.
- D. Handrails and guards.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Placement of metal anchors in concrete.
- B. Section 055000 - Metal Fabrications.
- C. Section 055213 - Pipe and Tube Railings: Metal handrails for the stairs specified in this section.

**1.03 REFERENCE STANDARDS**

- A. AISC 201 - AISC Certification Program for Structural Steel Fabricators, Standard for Steel Building Structures 2006.
- B. ASTM A6/A6M - Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling 2022.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- D. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- E. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- F. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- G. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- H. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- I. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
- J. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- K. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2022.
- L. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- M. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification 2021.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- O. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172 2019.

- P. NAAMM AMP 510 - Metal Stairs Manual 1992.
- Q. NAAMM MBG 531 - Metal Bar Grating Manual 2017.
- R. NAAMM MBG 532 - Heavy Duty Metal Bar Grating Manual 2019.
- S. SSPC-SP 2 - Hand Tool Cleaning 2018.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
  - 2. Include the design engineer's seal and signature on each sheet of shop drawings.
- C. Design Data: As required by authorities having jurisdiction.
- D. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- E. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is certified under AISC 201.
- F. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

#### **1.05 QUALITY ASSURANCE**

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State of New York, or personnel under direct supervision of such an engineer.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and dated no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications:
  - 1. A qualified steel fabricator that is certified by the American Institute for Steel Construction (AISC) under AISC 201.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Custom Metal Stair Fabricators:
  - 1. Substitutions: See Section 016000 - Product Requirements.
- B. Factory Fabricated Stair Treads and Nosings:
  - 1. Ecoglo, Inc; \_\_\_\_\_: [www.ecoglo.us/#sle](http://www.ecoglo.us/#sle).
  - 2. Nystrom, Inc; \_\_\_\_\_: [www.nystrom.com/#sle](http://www.nystrom.com/#sle).
  - 3. Pacific Stair Corporation; Quiet Tread: [www.pacificstair.com/#sle](http://www.pacificstair.com/#sle).
  - 4. Ross Technology Corporation; \_\_\_\_\_: [www.rosstechnology.com/#sle](http://www.rosstechnology.com/#sle).
  - 5. Wooster Products, Inc; Alumogrit Type 101: [www.woosterproducts.com/#sle](http://www.woosterproducts.com/#sle).
  - 6. Substitutions: See Section 016000 - Product Requirements.

#### **2.02 METAL STAIRS - GENERAL**

- A. Metal Stairs: Provide stairs of the design specified, complete with landing platforms, vertical and horizontal supports, railings, and guards, fabricated accurately for anchorage to each other and to building structure.
  - 1. Regulatory Requirements: Provide stairs and railings that comply with most stringent requirements of local, state, and federal regulations; where requirements of Contract Documents exceed those of regulations, comply with Contract Documents.
  - 2. Handrails: Comply with applicable accessibility requirements of ADA Standards.

3. Structural Design: Provide complete stair and railing assemblies that comply with the applicable local code.
  - a. Stair Capacity: Uniform live load of 100 lb/sq ft (4.7 kPa) and a concentrated load of 300 lb (and a concentrated load of 14.4 kg) with deflection of stringer or landing framing not to exceed 1/360 of span.
  - b. Railing Assemblies: Comply with applicable local code.
4. Dimensions: As indicated on drawings.
5. Shop assemble components; disassemble into largest practical sections suitable for transport and access to site.
6. No sharp or rough areas on exposed travel surfaces and surfaces accessible to touch.
7. Separate dissimilar metals using paint or permanent tape.
- B. Metal Jointing and Finish Quality Levels:
  1. Commercial: Exposed joints as inconspicuous as possible, whether welded or mechanical; underside of stair not covered by soffit IS considered exposed to view.
    - a. Welded Joints: Intermittently welded on back side, filled with body putty, and sanded smooth and flush.
    - b. Welds Exposed to View: Ground smooth and flush.
    - c. Mechanical Joints: Butted tight, flush, and hairline.
    - d. Bolts Exposed to View: Countersunk flat or oval head bolts; no exposed nuts.
    - e. Exposed Edges and Corners: Eased to small uniform radius.
    - f. Metal Surfaces to be Painted: Sanded or ground smooth, suitable for satin or matte finish.
- C. Fasteners: Same material or compatible with materials being fastened; type consistent with design and specified quality level.
- D. Anchors and Related Components: Same material and finish as item to be anchored, except where specifically indicated otherwise; provide all anchors and fasteners required.

### **2.03 METAL STAIRS WITH GRATING TREADS**

- A. Jointing and Finish Quality Level: Commercial, as defined above.
- B. Risers: Partially Closed.
- C. Treads: Steel bar grating.
  1. Grating Type: Welded.
  2. Bearing Bar Depth: 1 1/2 inch (38 mm), minimum.
  3. Top Surface: Standard.
  4. Nosing: Checkered plate.
  5. Nosing Width: 1-1/4 inch (32 mm), minimum.
  6. Anchorage to Stringers: End plates welded to grating, bolted to stringers.
- D. Stringers: Rolled steel channels.
  1. Stringer Depth: 12 inches (305 mm).
  2. End Closure: Sheet steel, 14 gauge, 0.075 inch (1.9 mm) minimum; welded across ends.
- E. Landings: Same construction as treads, supported and reinforced as required to achieve design load capacity.
- F. Railings: Steel pipe railings.
- G. Finish: Shop- or factory-prime painted.

### **2.04 HANDRAILS AND GUARDS**

- A. Wall-Mounted Rails: See Section 055213.
- B. Guards: Pipe railings, see Section 055213.

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**2.05 MATERIALS**

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A500/A500M or ASTM A501/A501M structural tubing, round and shapes as indicated.
- C. Steel Plates: ASTM A6/A6M or ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M Grade B Schedule 40, black finish.
- E. Ungalvanized Steel Sheet: Hot- or cold-rolled, except use cold-rolled where finished work will be exposed to view.
  - 1. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Designation CS (commercial steel).
  - 2. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Designation CS (commercial steel).
- F. Gratings: Bar gratings that comply with NAAMM MBG 531 or NAAMM MBG 532, whichever applies based on bar sizes.

**2.06 ACCESSORIES**

- A. Factory Fabricated Stair Tread and Nosing:
  - 1. Manufacturers:
    - a. Nystrom, Inc; \_\_\_\_\_: [www.nystrom.com/#sle](http://www.nystrom.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- B. Steel Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- C. Steel Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, and galvanized to ASTM A153/A153M where connecting galvanized components.
- D. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- E. Shop and Touch-Up Primer: SSPC-Paint 15, and comply with VOC limitations of authorities having jurisdiction.
- F. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20 Type I - Inorganic, and comply with VOC limitations of authorities having jurisdiction.

**2.07 SHOP FINISHING**

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Do not prime surfaces in direct contact with concrete or where field welding is required.
- C. Prime Painting: Use specified shop- and touch-up primer.
  - 1. Preparation of Steel: In accordance with SSPC-SP 2 Hand Tool Cleaning.
  - 2. Number of Coats: Two.
- D. Galvanizing: Hot-dip galvanize to minimum requirements of ASTM A123/A123M.
  - 1. Touch up abraded areas after fabrication using specified touch-up primer for galvanized surfaces.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

**3.02 PREPARATION**

- A. When field welding is required, clean and strip primed steel items to bare metal.
- B. Supply items required to be cast into concrete with setting templates.

**3.03 INSTALLATION**

- A. Install components plumb and level, accurately fitted, free from distortion or defects.
- B. Provide anchors, plates, angles, hangers, and struts required for connecting stairs to structure.

- 
- C. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
  - D. Provide welded field joints where specifically indicated on shop drawings. Perform field welding in accordance with AWS D1.1/D1.1M.
  - E. Other field joints may be either welded or bolted provided the result complies with the limitations specified for jointing quality levels.
  - F. Obtain approval prior to site cutting or creating adjustments not scheduled.
  - G. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

#### **3.04 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).

**END OF SECTION**

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**SECTION 055213  
PIPE AND TUBE RAILINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wall mounted handrails.
- B. Stair railings and guardrails.
- C. Free-standing railings at steps.
- D. Balcony railings and guardrails.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Placement of anchors in concrete.
- B. Section 042000 - Unit Masonry: Placement of anchors in masonry.
- C. Section 055100 - Metal Stairs: Handrails other than those specified in this section.
- D. Section 055100 - Metal Stairs: Attachment plates for handrails specified in this section.

**1.03 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. AISC 201 - AISC Certification Program for Structural Steel Fabricators, Standard for Steel Building Structures 2006.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2022.
- D. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- E. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- F. ASTM A780/A780M - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings 2020.
- G. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings 2021.
- H. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- I. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification 2021.
- J. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- K. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 2004.
- L. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic) 2019.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
  - 2. Include the design engineer's seal and signature on each sheet of shop drawings.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated within the previous 12 months.
- D. Fabricator's Qualification Statement.

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**1.05 QUALITY ASSURANCE**

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State of New York, or personnel under direct supervision of such an engineer.
- B. Welder Qualifications: Welding processes and welding operators qualified within previous 12 months.
- C. Fabricator Qualifications:
  - 1. A qualified steel fabricator that is certified by the American Institute for Steel Construction (AISC) under AISC 201.

**PART 2 PRODUCTS****2.01 RAILINGS - GENERAL REQUIREMENTS**

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.
- B. Distributed Loads: Design railing assembly, wall rails, and attachments to resist distributed force of 50 pounds per linear foot (730 N/m) applied to the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- C. Concentrated Loads: Design railing assembly, wall rails, and attachments to resist a concentrated force of 200 pounds (890 N) applied at any point on the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- D. Allow for expansion and contraction of members and building movement without damage to connections or members.
- E. Dimensions: See drawings for configurations and heights.
  - 1. Top Rails and Wall Rails: 1-1/2 inches (38 mm) diameter, round.
  - 2. Intermediate Rails: 1-1/2 inches (38 mm) diameter, round.
  - 3. Posts: 1-1/2 inches (38 mm) diameter, round.
  - 4. Balusters: 1/2 inch (12 mm) square solid bar.
- F. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
  - 1. For anchorage to concrete, provide inserts to be cast into concrete, for bolting anchors.
  - 2. For anchorage to masonry, provide brackets to be embedded in masonry, for bolting anchors.
  - 3. Posts: Provide adjustable flanged brackets.
- G. Welded and Brazed Joints: Make visible joints butt tight, flush, and hairline; use methods that avoid discoloration and damage of finish; grind smooth, polish, and restore to required finish.
  - 1. Ease exposed edges to a small uniform radius.
  - 2. Welded Joints:
    - a. Carbon Steel: Perform welding in accordance with AWS D1.1/D1.1M.

**2.02 STEEL RAILING SYSTEM**

- A. Steel Tube: ASTM A500/A500M Grade B cold-formed structural tubing.
- B. Steel Pipe: ASTM A53/A53M Grade B Schedule 80, black finish.
- C. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.
- D. Exposed Fasteners: Flush countersunk screws or bolts; consistent with design of railing.
- E. Galvanizing: In accordance with requirements of ASTM A123/A123M.
  - 1. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20 Type I - Inorganic.



- F. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

### **2.03 FABRICATION**

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- D. Welded Joints:
1. Exterior Components: Continuously seal joined pieces by intermittent welds and plastic filler. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
  2. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Weld connections that cannot be shop welded due to size limitations.
1. Weld in accordance with AWS D1.1/D1.1M.
  2. Match shop welding and bolting.
  3. Clean welds, bolted connections, and abraded areas.
  4. Touch up shop primer and factory-applied finishes.
  5. Repair galvanizing with galvanizing repair paint per ASTM A780/A780M.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

### **3.02 PREPARATION**

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, for installation as work of other sections.

### **3.03 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Install railings in compliance with ADA Standards for accessible design at applicable locations.
- D. Anchor railings securely to structure.
- E. Field weld anchors as indicated on shop drawings. Touch-up welds with primer. Grind welds smooth.
- F. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.

### **3.04 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

**END OF SECTION**

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**SECTION 055305**  
**METAL GRATINGS AND FLOOR PLATES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Formed metal floor and stair tread gratings.
- B. Perimeter closure.

**1.02 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- D. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates 2015 (Reapproved 2021).
- E. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire 2019.
- F. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- G. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification 2021.
- H. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- I. NAAMM MBG 531 - Metal Bar Grating Manual 2017.
- J. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 2004.
- K. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic) 2019.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide span and deflection tables.
- C. Shop Drawings: Indicate details of component supports, openings, perimeter construction details, and tolerances.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
  - 2. Include the design engineer's seal and signature on each sheet of shop drawings.
- D. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated within the previous 12 months.
- E. Manufacturer's Installation Instructions: Indicate special requirements for opening and perimeter framing.

**1.04 QUALITY ASSURANCE**

- A. Designer Qualifications: Design gratings and plates under direct supervision of a licensed Professional Engineer experienced in design of this type of work.
- B. Welder Qualifications: Welding processes and welding operators qualified within previous 12 months in accordance with AWS D1.1/D1.1M.

**PART 2 PRODUCTS****2.01 PERFORMANCE REQUIREMENTS**

- A. Design Live (Pedestrian) Load: Uniform load of 100 lb/sq ft (4.7 kPa) minimum; concentrated load of 300 lbs (1330 N).

- B. Maximum Allowable Deflection Under Live Load:  $1/240$  of span; size components by single support design.

## **2.02 MATERIALS**

- A. Steel Floor Plate: ASTM A786/A786M; manufacturer's standard pattern.
- B. Steel Framing: ASTM A36/A36M shapes, galvanized per ASTM A123/A123M.
- C. Cross Bars: ASTM B211/B211M solid bars.
- D. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- E. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- F. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20 Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

## **2.03 ACCESSORIES**

- A. Fasteners and Saddle Clips: Galvanized steel:
- B. Perimeter Closure: Of same material as grating.

## **2.04 FABRICATION**

- A. Fabricate grates and plates to accommodate design loads.
- B. Weld joints of intersecting metal sections.
- C. Fabricate support framing for openings.
- D. Top Surface: Non-slip. (Serrated)
- E. Bearing Bar:  $1\frac{1}{4}$  by  $\frac{3}{16}$  in (\_\_\_ by \_\_\_ mm) size, spaced  $1\frac{3}{16}$  inches (\_\_\_ mm) on center.
- F. Cross Bar:  $\frac{1}{4}$  welded and twisted (\_\_\_ by \_\_\_ mm) size, spaced 4" inches (\_\_\_ mm) on center.

## **2.05 FINISHES**

- A. Galvanizing for Steel Shapes: ASTM A123/A123M.
- B. Galvanizing for Steel Hardware: ASTM A153/A153M.

# **PART 3 EXECUTION**

## **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated on shop drawings.
- B. Verify that opening sizes and dimensional tolerances are acceptable.
- C. Verify that supports are correctly positioned.

## **3.02 INSTALLATION**

- A. Install components in accordance with manufacturer's instructions.
- B. Place frames in correct position, plumb and level.
- C. Mechanically cut galvanized finish surfaces. Do not flame cut.
- D. Anchor by bolting through saddle clips.
- E. Set perimeter closure flush with top of grating and surrounding construction.
- F. Secure to prevent movement.

## **3.03 TOLERANCES**

- A. Comply with NAAMM MBG 531.

**END OF SECTION**

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**SECTION 310000  
EARTHWORK**

**PART 1 GENERAL**

**1.01 DEFINITIONS**

- A. The following terms have the meanings ascribed to them in this Article, wherever they appear in this Section.
1. Unclassified Earth Excavation: The excavation and disposal of all surface and subsurface materials of any description necessary to perform the work of this contract.
  3. Subgrade Surface: Surface upon which subbase or topsoil is placed.
  4. Subbase: Subbase course Type 2 which is placed immediately beneath pavement or concrete slabs.
  5. Maximum Density: The dry unit weight in pounds per cubic foot of the soil at "Optimum Moisture Content" when determined by ASTM D 1557 (Modified Proctor).
  6. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
  7. Unauthorized Excavation: The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by the Owner's Representative.

**1.02 SUBMITTALS**

- A. Samples:
1. Subbase Materials: Submit materials as necessary to accommodate testing by Owner's testing agency.
- B. Quality Control Submittals:
1. Subbase Materials: Name and location of source and the DOT Source Number. If the material is not being taken from an approved DOT Source the results of the gradation and soundness tests performed by an ASTM certified soils laboratory will be required.

**1.03 PROJECT CONDITIONS**

- A. Protect existing trees and plants during performance of the Work unless otherwise indicated. Protect root systems from smothering. Do not store excavated material or allow vehicular traffic or parking within the branch drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Subbase Course Type 2: Stockpiled, crushed ledge rock or approved blast furnace slag. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
2 inch	50.8	100
1/4 inch	6.35	25-60
No. 40	0.425	5-40
No. 200	0.075	0-10

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.

2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve will not exceed 5.0.
  3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve will consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than three times its least dimension.
- B. Select Granular Material: Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
2 inch	50.8	100
1/4 inch	6.35	30-65
No. 40	0.425	5-40
No. 200	0.075	0-10

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.
  2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve will not exceed 5.0.
  3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve will consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than three times its least dimension.
- C. Suitable Material (Fill and Backfill for Landscaped Areas): Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size will not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat will be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.

### PART 3 EXECUTION

#### 3.01 UNDERGROUND UTILITIES

- A. Locate existing underground utilities prior to commencing excavation work. Determine exact utility locations by hand excavated test pits. Support and protect utilities to remain in place.
- B. Do not interrupt existing utilities that are in service until temporary or new utilities are installed and operational.

#### 3.02 EXCAVATION

- A. Excavate earth as required for the Work.
- B. Install and maintain all erosion and sedimentation controls during all earthwork operations as specified on the Contract Drawings or as directed by local officials. If the erosion and sedimentation controls specified by the local officials are more stringent than those specified on the Contract Drawings contact the Owner's Representative.
- C. Maintain sides and slopes of excavations in a safe condition until completion of backfilling. Comply with Code of Federal Regulations Title 29 - Labor, Part 1926 (OSHA).

1. Trenches: Deposit excavated material on one side of trench only. Trim banks of excavated material to prevent cave-ins and prevent material from falling or sliding into trench. Keep a clear footway between excavated material and trench edge. Maintain areas to allow free drainage of surface water.
- D. Stockpile excavated materials classified as suitable material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage as approved by the Owner's Representative.
- E. Pavement: Excavate to subgrade surface elevation.
- F. Unauthorized Excavations: Unless otherwise directed, backfill unauthorized excavations with subbase material
- G. Removal of Unsuitable Material Beneath Structures and Other Improvements: Excavate encountered unsuitable materials, which extend below required elevations, to additional depth as directed by the Owner's Representative. Have cross sections taken to determine the quantity of such excavation. Do not backfill this excavation prior to quantity measurement.

### **3.03 DEWATERING**

- A. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.
- B. Do not allow water to accumulate in excavations or trenches. Remove water from all excavations immediately to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Furnish and maintain pumps, sumps, suction and discharge piping systems, and other system components necessary to convey the water away from the Site.
- C. Convey water removed from excavations, and rain water, to collecting or run-off area. Cut and maintain temporary drainage ditches and provide other necessary diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
- D. Provide temporary controls to restrict the velocity of discharged water as necessary to prevent erosion and siltation of receiving areas.

### **3.04 PLACING FILL AND BACKFILL**

- A. Excavations: Backfill as promptly as Work permits, but not until completion of the following:
  1. Acceptance by the Owner's Representative of construction below finish grade.
  2. Inspection, testing, approval, and recording locations of underground utilities.
  3. Removal of concrete formwork.
  4. Removal of temporary sheeting or sheetpiling and backfilling of voids caused by removals.
  5. Removal of trash and debris.
- B. Place backfill and fill materials in layers not more than six inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or covered with ice.
- C. Landscaped Areas: Place suitable material when required to complete fill or backfill areas up to subgrade surface elevation. Do not use material containing rocks over four inches in diameter within the top 12 inches of suitable material.

- D. Backfilling Excavation Resulting From Removal of Unsuitable Material Beneath Structures and Other Improvements: Backfill the excavation with compacted subbase material.

### **3.05 COMPACTION**

- A. All materials with exception of open graded stone:
  - 1. Compact each layer of fill and backfill for the following area classifications to the percentage of maximum density specified below and at a moisture content suitable to obtain the required densities, but at not less than three percent drier or more than two percent wetter than the optimum content as determined by ASTM D1557 (Modified Proctor).
    - a. Landscaped Areas: 90 percent.
    - b. Structures and Pavements: 95 percent.
  - 2. When the existing ground surface to be compacted has a density less than that specified for the particular area classification, break up and pulverize, and moisture condition to facilitate compaction to the required percentage of maximum density.
  - 3. Moisture Control:
    - a. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, and during compaction operations.
    - b. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.
  - 4. If a compacted layer fails to meet the specified percentage of maximum density, the layer will be recompacted and retested. If compaction cannot be achieved the material/layer will be removed and replaced. No additional material may be placed over a compacted layer until the specified density is achieved.

### **3.06 SUBGRADE SURFACE FOR WALKS AND PAVEMENT**

- A. Shape and grade subgrade surface as follows:
  - 1. Walks: Shape the surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1 inch above or below the required subgrade surface elevation.
  - 2. Pavements: Shape the surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subgrade surface elevation.
- B. Thoroughly compact subgrade surface for walks and pavement by mechanical rolling, tamping, or with vibratory equipment as approved to the density specified.

### **3.07 FINISH GRADING**

- A. Uniformly grade rough graded areas within limits of the Grading Limit Line to finish grade elevations indicated.
- B. Grade and compact to smooth finished surface within tolerances specified, and to uniform levels or slopes between points where finish elevations are indicated or between such points and existing finished grade.
- C. Finish surfaces free from irregular surface changes, and as follows:



1. Grassed Areas: Finish areas to receive topsoil to within one inch above or below the required subgrade surface elevations.
2. Walks: Place and compact subbase material as specified. Shape surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.
3. Pavements: Place and compact subbase material as specified. Shape surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.

**3.08 MAINTENANCE AND RESTORATION**

- A. Restore grades to indicated levels where settlement or damage due to performance of the Work has occurred. Correct conditions contributing to settlement. Remove and replace improperly placed or poorly compacted fill materials.
- B. Restore pavements, walks, curbs, lawns, and other exterior surfaces damaged during performance of the Work to match the appearance and performance of existing corresponding surfaces as closely as practicable.

**3.09 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS**

- A. Remove from Town property and dispose of excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements.

**3.10 FIELD QUALITY CONTROL**

- A. Compaction Testing: Notify the Owner's Representative at least three working days in advance of all phases of filling and backfilling operations. Compaction testing will be performed by an independent testing agency hired by the Owner to ascertain the compacted density of the fill and backfill materials. Compaction testing will be performed on certain layers of the fill and backfill as determined by the Owner's Representative. If a compacted layer fails to meet the specified percentage of maximum density, the layer will be recompact and will be retested. No additional material may be placed over a compacted layer until the specified density is achieved.

**3.11 PROTECTION**

- A. Protect graded areas from traffic and erosion, and keep them free of trash and debris.

**END OF SECTION**

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**SECTION 321216  
ASPHALT PAVING**

**PART 1 GENERAL**

**1.01 REFERENCES**

- A. New York State Department of Transportation (DOT) Specification section 400 dated January 1, 2020.

**1.02 SUBMITTALS**

- A. Product Data:
  - 1. Asphaltic Pavement: Include mix design from NYSDOT approved Batch Plant, Mix Design Test results that are less than 6 months old
- B. Batch plant name, NYSDOT Plant Number, and location of asphalt plant.
- C. Pavement Quality Control Submittals: Material Delivery Tickets
  - 1. At the time of delivery, a copy of the delivery ticket must be presented to the Owner's Representative with the following minimum information:
    - a. Ticket Number.
    - b. Plant Identification.
    - c. Project Name.
    - d. Mix Type.
    - e. Quantity of material in vehicle.
    - f. Date and Time.

**1.03 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Discontinue paving when surface temperatures fall below requirements listed in DOT Table 402-1 unless otherwise specified in the General Conditions of this Contract or as directed by the Owner's Representative.
  - 2. Do not place asphalt concrete on wet surfaces, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Owner's Representative.
  - 3. Pavement is restricted by dates listed in the General Conditions or by temperatures.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. All aggregate used in design mixes shall be as specified in DOT Specification Section 401-2.02 B.; Coarse Aggregate Type F2 Conditions.
- B. Hot Mix Asphalt (HMA): Use aggregate and PG binder from suppliers listed in the NYS DOT's Approved List for Fine and Coarse Aggregates and Performance Graded (PG) Binders for Hot Mix Asphalt (HMA) Paving respectively. Use of mineral filler or any other materials for the production of HMA will be accepted in accordance with the State's written instructions.
- C. Supply approved HMA mixtures that meet the requirements of NYS DOT MM 5.16 *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures*. Each mixture must be obtained from a single plant for the duration of the project. The following NYS DOT items only shall be utilized for this project:
  - 1. 12.5 Top Course HMA.
  - 2. 25.0 Binder Course HMA.

**PART 3 EXECUTION**

**3.01 ASPHALT PAVING PLACEMENT & COMPACTION**

- A. Prepare existing surfaces in accordance with DOT Section 402-3.05, *Conditioning of Existing Surface*.

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- B. Spread and Finish HMA in accordance with DOT Section 402-3.05, *Spreading and Finishing*.
  - C. Provide compaction of HMA in accordance with DOT Section 402-3.07, *Compaction*.
    - 1. Paragraph D. 80 Series Compaction Methods, specifically meeting the minimum requirements as shown in Table 402-6 Number of Passes. The Owner's Representative may increase or decrease the number of passes to obtain adequate density of the compacted HMA.
    - 2. The Owner's Representative may also approve alternate compaction procedures where the specified procedures are not applicable.
    - 3. Testing to be performed at the direction of and in locations chosen by the Owner's Representative. Target compaction is 95% (92% - 97% range is acceptable).
  - D. HMA joints shall be in accordance with DOT Section 402-3.09, *Joints*.
  - E. Construct each pavement course to a 1/4" surface tolerance. The Owner's Representative may test the surface with a 16-foot straight edge or string line placed parallel to the centerline of the pavement and with a 10-foot straight edge or string line placed transversely to the centerline of the pavement on any portion of the pavement. Variations exceeding 1/4 inch will be appropriately corrected or the pavement be removed and replaced at no additional cost to the Owner.
  - F. The allowable thickness tolerance of all HMA mixtures shall be:
    - 1. 1/4 inch or less when the total nominal thickness indicated on the plans is 4 inches or less.
    - 2. 1/2 inch or less when the total nominal thickness is over 4 inches but not more than 8 inches.
    - 3. When the HMA mixture is placed on newly constructed subbase material, an additional tolerance of 1/4 inch will be allowed both in the nominal thickness of the course placed directly on the subbase and the total pavement thickness.
  - G. Remove and restore paved areas that are defective or contaminated as delineated by the Owner's Representative at no additional cost to the Owner.
  - H. Do not clean tools and equipment used for HMA placement on the pavement surface, or near streams, ponds, drainage structures or other areas that are tributaries to waterways. Use an area approved by the Owner's Representative for cleaning all paving equipment and tools.

**END OF SECTION**

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**SECTION 323300  
SITE FURNISHINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Bollards.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Bollard infill and underground encasement.

**1.03 REFERENCE STANDARDS**

- A. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2022.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

**PART 2 PRODUCTS**

**2.01 BOLLARDS**

- A. Steel Pipe Bollards: Concrete filled steel pipe with plain shaft.
  - 1. Shape: Round.
  - 2. Diameter: 6 inches (152.4 mm).
  - 3. Height Above Grade: 42 inches (1066.8 mm).
  - 4. Depth Below Grade: 42 inches (1066.8 mm).
  - 5. Cap: Concrete fill rounded-off to form a smooth convex cap.
  - 6. Materials:
    - a. Steel Pipe: ASTM A53/A53M, standard weight.
    - b. Factory Finish: Primed.
    - c. Color: OSHA Safety yellow
  - 7. Mounting: In-ground.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. See Section 033000 for bollard infill and underground encasement.

**END OF SECTION**

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