City of New Rochelle, New York
DEPARTMENT OF PUBLIC WORKS

CONTRACT DOCUMENTS

FOR

QUAKER RIDGE ROAD TO PINEBROOK BOULEVARD
RAMP REHABILITATION PHASE 3
IN THE CITY OF NEW ROCHELLE, NEW YORK
File No. 19-005
JUNE 21, 2019
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INVITATION TO BIDDERS  
CITY OF NEW ROCHELLE, NEW YORK  
DEPARTMENT OF PUBLIC WORKS

1. Sealed bids will be received by the COMMISSIONER OF PUBLIC WORKS of the CITY OF NEW ROCHELLE, NEW YORK, at CITY HALL, 515 North Avenue, New Rochelle, New York, until **10:00 a.m., Friday, June 21st, 2019**, in Room B-1 for the construction of:

   **QUAKER RIDGE ROAD TO PINEBROOK BOULEVARD RAMP REHABILITATION PHASE 3**  
   **FILE NO. 19-005**

2. Each bid must be accompanied by a DEPOSIT in the form of bid bond, certified check or cashier’s check, made payable to the CITY OF NEW ROCHELLE, NEW YORK, in the amount of five percent (5%) of the bid price (CASH WILL NOT BE ACCEPTED). The City reserves the right to reject any or all bids.

3. Copies of Contract Documents may be obtained, in person, at the PURCHASING DEPARTMENT beginning at **9:00 a.m., Tuesday, June 4th, 2019**. Bids can be directly downloaded from the City’s website at [http://www.newrochelleny.com/bids.aspx](http://www.newrochelleny.com/bids.aspx) at the Bid Opportunities. No fee is associated when obtaining copies of Contract Documents. Addendums and response to questions are posted to the City’s website as well.

4. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit a bid.

5. The City of New Rochelle is a supporter of the Westchester Affirmative Action Equal Employment Opportunity Agreement. In compliance with Section 3, the City of New Rochelle encourages employment first of New Rochelle residents.

6. Please note that the Contractor shall pay the higher wage rates of either the prevailing New York State Wage Rates or Davis Bacon.

7. General Conditions – Referenced in Contract Bid Documents:
   - Bid Deposit Not less than 5% Bid Price
   - Bid Bond Not less than 5% of Bid Proposal
   - Performance & Payment Bonds 100% of Contract
   - Time of Completion Calendar Days (C.D.) 30 DAYS C.D
   - Liquidated Damages For Each C.D Over Completion Time $ 250.00
   - Sub-Contracting Not To Exceed 30% of Contract Price

8. **Insurance Requirements & Endorsements – Referenced in Contract Bid Documents Section C:**
   - **Comprehensive General Liability Insurance**
     - Bodily Injury $ 2,000,000 Each Occurrence
     - Property Damage $ 1,000,000 Each Occurrence
     - Or Alternatively Bodily Injury & Property $ 2,000,000 Each Occurrence
     - Damage Limits
   - **Comprehensive Automobile Liability Insurance**
     - Bodily Injury $ 2,000,000 Each Occurrence
     - Property Damage $ 1,000,000 Each Occurrence
     - Or Alternatively Bodily Injury & Property $ 1,000,000 Each Occurrence
     - Damage Limits

   The City of New Rochelle shall be named in said policy as an additional insured. All Certificates of insurance policies shall state that such insurance coverage policy of insurance coverage carried by the City. The City of New Rochelle is to be Held Harmless in said Insurance policy and Endorsement letter.

Scott D Pickup  
Commissioner of Public Works  
DATE: **June 4th, 2019**
The City of New Rochelle, NY is rehabilitating two roadway ramps between Quaker Ridge Road to/from Pine Brook Road. The existing concrete pavement is deteriorating and needs repairs. Full depth concrete patches are to be performed by the Contractor along with ancillary work.

A full closure up to September 2, 2019 is permitted to complete all of the concrete repairs. The work week shall be considered Monday through Saturday and conform to daylight hours and the noise ordinance. (M-F 8AM-7PM, Sat 10AM-5PM)

The Contractor is advised that time is of the essence and the City requires that the detour be removed prior to the start of the local school year. The Contractor shall coordinate his activities and any sub-contractors to complete the work efficiently. The use of extended hours and Saturdays is at the Contractor’s discretion and shall not be considered extra work. No additional payments for working extended hours or Saturdays will be permitted.

The Contractor shall comply with the Specifications, Contract Drawings and the City Code, and adhere to all current regulations of NYSDOL, NYSDOB, OSHA and all other involved regulatory authorities having jurisdiction.

Any staging and storage of equipment and material is to be coordinated with the City's Engineer. The Contractor is responsible as to the security, maintenance and placement of material and equipment on a daily basis.

Compliance to contract documents, all notes, and details is required.
SECTION A

INSTRUCTIONS TO BIDDERS

I. PROCEDURES OF SUBMITTING BID

A. CONTENTS

Attention of bidders is called to the contents of the Invitation to Bidders, and Scope of Work a copy of which is annexed hereto and made part here-of. All the work in the Contract is described in detail in the Plans and Specifications and Addenda, if any, Information for Bidders, Bidder's Proposal and Contract Documents, all of which are attached hereto and made a part thereof.

B. EXAMINATION OF PLANS, SPECIFICATIONS, ADDENDA (if any) AND LOCATION

Contractors are particularly requested to examine the plans and specifications and location of the work before bidding.

C. BIDDING TIME AND FORM

Sealed proposals will be received by the Commissioner of Public Works of the City of New Rochelle, New York, at the time, date and place stated in the Notice to Bidders, for the work herein mentioned, at which time and place they will be publicly opened and read aloud.

The award of the Contract, if awarded, will be made by the Commissioner as soon thereafter as practicable.

The Commissioner of Public Works reserves the right to waive minor informalities in any bid, but conditional bids will not be accepted.

Bids must be submitted in a sealed envelope, endorsed with the title of the work, the name of the person or persons making the same and the date of presentation, and containing also the Bid Deposit as prescribed hereafter.

D. BID TO COVER EVERY ITEM

All bids must be made upon the blank form of proposal attached hereto both in writing and in figures, and must be signed by the bidder. In case of any discrepancies, the written prices shall be considered the price bid.

These prices are to cover the furnishing of all the necessary materials and labor; and the performance of all the work as set forth in the specifications and form of agreement hereto annexed.

E. BIDDING FORM NOT TO BE TAKEN APART

Specifications and bidding blank must not be taken apart but must remain fully bound and in the same condition as when obtained from the Commissioner's office. If this requirement is not fulfilled, bid will be considered informal.
F. CERTIFIED CHECK, CASHIER'S CHECK, CREDIT CARD or BID BOND

No bid will be received and deposited unless accompanied by a certified check, cashier's check, credit card or bid bond. **Certified or Cashier's check shall be made payable to the order of the City of New Rochelle**, for the amount stated in the Notice to Bidders. Bid Bonds must be issued by an approved bonding or insurance company, authorized to do business within the State of New York. Such security shall be an amount of not less than five (5%) per cent of the proposal submitted.

All bid deposits, whether check, credit card, or bond, shall be held by the City of New Rochelle, New York, as security that the person or persons to whom the contract shall be awarded will enter into a contract therefore and give security required for the performance thereof within ten (10) business days after notice of such award. Such bid deposit must be enclosed in the sealed envelope containing the bid.

All such deposits, except those of the two low bidders, will be refunded in full, upon return of all such documents in good condition within thirty (30) days bids following the award or the rejection of bids. Non-bidders will be refunded Fifty Dollars ($50.00) upon return of such documents in good condition within the time limits as specified above. If all such documents are not returned within the specified time, the entire payment will be forfeited. The second low bidder's security deposit shall be kept by the Owner until such a time it is fairly obvious that the awarded contract(s) has (have) a fair chance of completion. In case the low bidder forfeits the contract, the second low bidder shall be awarded the contract.

If the bidder to whom the contract has been awarded shall refuse or neglect to execute and deliver the same and furnish the security required within ten (10) business days after due notice that the contract has been awarded, the amount of the deposit made shall be retained by the said City as liquidated damages for such neglect or refusal, and shall be paid into the General Fund of the said City, but if the said bidder to whom the contract is awarded shall execute and deliver the contract and furnish the said security within the time specified the amount of the deposit will be returned.

The bidder by submission of a bid agrees with the City that the amount of the said deposit represents the amount of the damages the City will suffer by reason of any default as aforesaid.

G. APPROXIMATE ESTIMATE OF QUANTITIES

In the Bidder's Proposal there is a statement of quantities based upon the estimate of the Engineer of the quantities of the various classes of work and the nature and extent, as near as practicable, of the work required. The several bids will be computed, tested and canvassed by the total cost of all the items in this approximate estimate at the prices bid.

The quantities are approximate only, being given as a basis for the uniform comparison of bids, and the Commissioner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the quantities and amounts of any or all items of the work at prices bid, as may be deemed necessary by the Engineer.

Bidders are required to submit their estimates upon the following express conditions which shall apply to and become a part of every bid received, to wit:
Bidders must satisfy themselves, by a personal examination of the location of the proposed work and/or by such other means as they may prefer, as to the actual conditions and requirements of the work and the accuracy of the foregoing estimate of the Engineer and shall not at any time after submission of a bid assert or claim that there was any misunderstanding in regard to the nature of the work or the conditions affecting the work.

Attention is called to the uncertainty as to the actual total quantity of materials to be excavated, especially as to the quantities and kinds of material, since that will depend upon the character of the earth and rock which cannot be determined in advance.

An increase or decrease in the quantity for any item shall not be regarded as sufficient ground for an increase or decrease in the prices nor in the time allowed for the completion of the contract, except as provided in the contract.

H. CONSTRUCTION CONDITIONS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed and the contractor must employ, so far as practicable, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor(s).

I. TIME FOR COMPLETION

All work included hereunder shall be fully completed within the time stated in the Scope of the Work. This time will be measured in Calendar Days from the date designated by the Commissioner of Public Works in the Notice to the Contractor, ordering the Contract work to be commenced. Failure to complete the work of the Contract within the time specified will be just cause for the retention from any monies due or to become due under the contract, of any damage suffered by the City by reason of such failure to complete the contract. Any delay in the completion of the Contract, caused solely by the City, will be added to the above time allowance for completion. In case of undue or extreme delay caused by the City, funds retained by the City from previous progress payments in accordance with the Contract provisions may be released to the Contractor, if, in the opinion of the Commissioner, the withholding of such retained funds works a hardship on the Contractor. Such release will not, however, relieve the Contractor of any and all obligations under the Contract, which shall remain in full force and effect.

J. REJECTION OF BIDS

The Commissioner reserves the right to select the bid or proposal, the acceptance of which will, in his/her judgment, best secure the efficient performance of the work, or to reject any or all bids. Proposals which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations, ambiguities, or irregularities of any kind, may be rejected as informal. Permission will not be given for the withdrawal of any bid or estimate, and the right is expressly reserved by the Commissioner of Public Works to reject all estimates should he/she deem it to the public interests to do so. No estimates will be accepted from or the Contract awarded to any person who is in arrears to the City upon debt or contract, or who is in default, as principal or surety or otherwise, upon any Obligation to the City.
II. CONDITIONS TO BE MET BY SUCCESSFUL BIDDER

A. COMPLIANCE WITH CONTRACT PROVISIONS

The successful bidder will be required to comply with the provisions set forth in the Contract in regard to preference in employment and discrimination in employment, hours of work, wage rates and payment of wages, and with all other provisions of the Contract, which Contract is attached hereto, and made a part hereof.

B. COMPLIANCE WITH LABOR AND OTHER LAWS

The successful bidder will be required to agree that bidder will comply with all the applicable provisions of the Labor Law, the Public Health Law, the Lien Law, the Workmen's Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, any and all rules and regulations promulgated by the Department of Labor and/or the Industrial Commissioner of the State of New York, any applicable Federal Law, rule or regulation, the Charter of the City of New Rochelle, any Local Laws, ordinances, resolutions, or regulations of the City of New Rochelle, and all amendments and additions thereto.

C. INSURANCE REQUIRED

The attention of bidders is called to the fact that the Contractor will be required to take out, and continue in effect during the life of the Contract, insurance in accordance with the provisions set forth in the Contract, and in the quantities specified therein. Proof of insurance documents must be provided to the City of New Rochelle as stated in the Contract.

D. BOND REQUIRED

For the performance of the Contract a bond will be required which shall be in the penalty of one hundred percent (100%) of the Contract price, shall be in the annexed approved form, shall be signed by the party to whom the work is awarded and by a solvent fidelity or surety company authorized by the laws of this State to transact such business and must meet with the approval of the Corporation Counsel of the City of New Rochelle, as to form and correctness. Said Surety Company must be approved by the Corporation Counsel.

The bidder whose bid shall be accepted will be required to attend at the office of the Commissioner of Public Works in person or, if a corporation, shall be represented by a duly authorized representative, with the surety offered by him/her and shall be prepared to execute the Contract and bond within ten (10) business days after a written notice from the Commissioner of Public Works that the Contract has been awarded to him/her. In case of failure or neglect to do so may, at the option of the Commissioner, be deemed to have abandoned the Contract as in default to the City under the provisions above set forth.

If at any time after the execution and approval of this Contract and the bonds required by the Contract documents, the City of New Rochelle shall deem any of these sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds shall cease to be adequate security for the City of New Rochelle, the Contractor shall, within ten (10) business days after Notice of the City of New Rochelle by the Commissioner of Public Works do so, furnish new or additional bonds, in form, sum and signed by such sureties as shall be satisfactory to the City of New Rochelle. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bonds shall be furnished and approved. Premiums on such bonds will be paid for by the Contractor.
E. **BIDDER TO BE COMPETENT**

Before the award of the Contract, the bidder to whom it is proposed to award same will be required to show to the satisfaction of the Commissioner that the bidder has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated, and that has had experience in construction works of the same or of a similar nature.

F. **AWARD OF CONTRACT**

The City will award the Contract based upon the base bid price and consideration of ADD Alternate Bids. The City will award alternate bids in the numerical order presented. The award of contract will be based upon the base bid amount plus the alternate or alternates selected by the City.

G. **NOTIFICATION TO CONTRACTOR**

**EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor is herein made aware that the City of New Rochelle, New York, is a sponsor of the Westchester Affirmative Action Equal Employment Opportunity Agreement.

It shall be the Contractor's responsibility to procure the latest copy of said Agreement, so as to ascertain the purposes and goals of said Agreement, and to comply with any and all regulations stated therein:

**ADDITIONAL PROVISIONS**

The contractor shall also maintain compliance with the following:

2) **DAVIS-BACON ACT** - (40 U.S.C. 276a to a-7) as supplemented in Department of Labor Regulation (29 CFR Part 5).
4) **PREVAILING WAGE RATES** - as supplied by New York State Department of Labor.

**NOTE:** IF THE ABOVE DOCUMENTS ARE NOT INCLUDED IN THIS SECTION, COPIES OF THE ABOVE MENTIONED REGULATIONS ARE ON FILE IN THE ENGINEERING OFFICE, CITY HALL, 515 NORTH AVENUE, NEW ROCHELLE, NEW YORK, FOR YOUR INFORMATION. SAID REGULATIONS SHALL BE INCLUDED IN THE FINAL CONTRACT PACKAGE.
H. NON DISCRIMINATION AND EQUAL OPPORTUNITY POLICY STATEMENT REGARDING
CONSTRUCTION AND ECONOMIC DEVELOPMENT FOR THE CITY OF NEW ROCHELLE

1. POLICY STATEMENT

   a. It is the policy of the City of New Rochelle ("City") to provide equal employment
opportunities without regard to race, color, religion, sex, age, national origin, sexual
orientation, handicapped condition or status as a disabled and/or Vietnam Era
Veteran, and to advance the principles of equal employment opportunity and
nondiscrimination within all facets of City employment and contracting.

   b. It is the policy of the City to insure that employees of construction contractors, sub-
contractors and developers ("Contractors") engaged in construction or other
economic development related work that is funded by the City are not discriminated
against because of their race, color, religion, sex, age, national origin, sexual
orientation, handicapped condition or status as a disabled and/or Vietnam Era
Veteran. The City encourages such Contractors to adopt policies, consistent with
New York State Executive law, Article 15-A to assure that women and minorities are
afforded equal opportunity without discrimination.

   c. In an effort to help expand the base of minority and female trade workers and
   economically disadvantaged residents who reside in the City of New Rochelle who
   qualify for construction jobs funded by the City, the City Council shall consider on an
   annual basis any local, county and state training programs and the extent and
effectiveness of Contractor participation in such programs.

2. POLICY STATEMENT APPLICABLE TO DEVELOPERS DOING BUSINESS WITH
THE CITY

   a. The City shall include in all land disposition and development agreements it enters
into with developers a copy of this Policy Statement along with a copy of any minority
and employee training and placement program in which the City currently participates
to insure that such developers are aware of the City's policy to provide equal
employment opportunity in all facets of business related to the City, including City
funded (or supported) work to be completed by the developers.

   b. The City shall include in all agreements it enters with developers a statement which
shall direct such developers to consider qualified contractors based in New
Rochelle for required contract work and where possible any such developers shall
utilize contractors based in the County of Westchester for required contract work.

   c. The City include in all such agreements a statement which shall direct such
developers to use their reasonable efforts, as indicated herein to insure minority and
female participation in all facets of construction work related to the City funded (or
supported) development project.

   (INSERT MANPOWER USAGE FORMS HERE)
3. REASONABLE EFFORTS

The developer and its contractors and subcontractors shall be requested to make reasonable efforts to insure female and minority participation in the project. Reasonable efforts may include, but shall not be limited to:

1. Advertisement in appropriate general circulation, trade and minority and women oriented media;

2. Contact appropriate trade unions to recruit minority and female participation;

3. Contact any agency currently operating in the City's minority employee training and placement program;

4. Timely notice of job and contract opportunities; and

5. The development and maintenance of list for purposes of notifying minorities and women of employment and contracting opportunities.

4. POLICY STATEMENT APPLICABLE TO CONTRACTORS AND SUBCONTRACTORS

A. Prospective bidders for bid specifications and contracts shall be given a copy of the Nondiscrimination and Equal Opportunity Policy Statement regarding construction and economic development for the City of New Rochelle.

B. The City shall institute the following procedure with respect to the City contracts and request for proposals which are subject to formal competitive bidding:

1. Bid notices shall be published in local newspapers, including but not limited to, The Journal News and the Westchester County Business Journal.

2. Bid notices and requests for proposals (RFP's) shall be sent to Westchester-Putnam Affirmative Action.

3. A statement encouraging minority businesses to submit bids; shall be included in all bid notices and RFP's to the City.
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<td>SUB-TOTAL</td>
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I. NEW YORK STATE AFFIRMATIVE ACTION REQUIREMENTS

(BID CONDITIONS – EQUAL EMPLOYMENT OPPORTUNITY)

(For all State and State-Assisted Construction Contracts to be awarded in this County of the State of New York, with the exception of those contracts which involve Federal assistance and for which Federal Bid Conditions are required).

COUNTY: WESTCHESTER

PLAN: WESTCHESTER COUNTY PLAN

PART I

The provisions of this Part I apply to Bidders, Contractors and Subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with a labor organization or organizations and who together with such labor organizations have agreed to the afore-mentioned Westchester County.

Plan area Equal Employment Opportunity Agreement (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority manpower utilization) between the Building Trades Employers Association of said County, the Builder’s Institute of Westchester & Putman Counties, various labor organizations, General and Specialty Contractors and their associations and the minority coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of which documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Bid Documents:

Any Bidder, Contractor or Subcontractor using one or more trades of construction employees must either comply with Part I or Part II or these Bid Conditions as to each such trade. Thus, a Bidder, Contractor or Subcontractor may be in compliance with these conditions by its inclusion, with its union, in the above mentioned Plan as to trade “A”, provided there is set forth in the Plan a specific commitment by that union to a goal of minority manpower utilization for such trade “A”, thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade “B” in the instance in which it is not included in the afore-mentioned Plan, and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this invitation, a Bidder or Subcontractor must execute the certification required by Part III hereof.

PART II

A. COVERAGE

The provisions of this Part II shall be applicable to those Bidders, Contractors, and Subcontractors, who, in regard to those construction trades to be utilized on the Project to which these bid conditions pertain:

1. Are not hereafter cease to be signatories of the afore-mentioned Westchester County Plan referred to in Part I hereof;
2. Are signatories to the “Plan” but are not parties to collective bargaining agreements;
3. Are signatories to the “Plan” but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to the aforementioned Plan.

4. Are signatories to the “Plan” but as to which no specific commitment to goals of minority manpower utilization by labor organization have been executed pursuant to the aforementioned Plan; or,

5. Are no longer participating in an affirmative action plan acceptable to the Industrial Commissioner, including the afore-mentioned Plan.

B. REQUIREMENT: AN AFFIRMATIVE ACTION PLAN:

The bidders, contractors and subcontractors described in paragraphs 1 through 5 aforementioned will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority manpower utilization (1) and specific affirmative action steps set forth in Section B.1 and 2 of this Part II directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B.3 of this Part II.

1. Goals and Timetables:

   The goals of minority manpower utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof which will be used on the project in the said county of New York (hereinafter referred to as the “Area”):

<table>
<thead>
<tr>
<th>Goals of Minority Manpower</th>
<th>Utilization Expressed</th>
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<td>In Percentage Terms</td>
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   In the event that under a contract which is subject to these Bid Conditions any work is performed in a year later than the latest year for which acceptable goals of minority manpower utilization have been determined herein, the goals for 1977 shall be applicable to such work.

   The percentage goals of minority manpower utilization aforementioned are expressed in terms of man-hours of training and employment as a proportion of the total man-hours to be worked by the Bidder’s, Contractor’s and Subcontractor’s entire work force in that trade on all projects (both state and non-state) in the afore-mentioned “Area” during the performance of its Contract or Subcontract. The man-hours for minority work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor’s or subcontractor’s goal shall be a violation of these conditions. In reaching the goals of minority manpower utilization required of bidder, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. However, where minority journeymen are not available, minority trainees in pre-apprenticeship, apprenticeship, journeyman training or other training programs may be used.
In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees must be employed by the contractor during the training period, the contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the “Plan” with respect to the nature, extent and duration of training offered.

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the “Area” for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found to be in non-compliance solely on account of its failure to meet its goals within its timetables, but such Contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority manpower utilization on all of its projects in the “Area”.

In all cases, the compliance of a bidder, contractor or subcontractor will be determined in accordance with its respective Obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or low tier subcontractors.

2. All bidders and all contractors and subcontractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

3. Specific Affirmative Action Steps: Bidders, contractors and Sub-Contractors subject to this Part II must engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following steps:
   a. The Contractor shall notify community organizations that the Contractor has employment opportunities available and shall maintain records of the organizations’ response.
   b. The Contractor shall maintain a file of the names and addresses of each minority worker referred to him/her and what action was taken with respect to each such referred worker, and if the worker was not employed, the reason therefore. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor’s file shall document this and the reasons therefore.
   c. The Contractor shall promptly notify the______ (agency) ________ when the union or unions with whom the Contractor has a collective bargaining agreement has not referred to the Contractor a minority worker sent by the Contractor or the Contractor has other information that the union referral has impeded Contractor in efforts to meet goal.
d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate EEO policy within own organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representatives’ meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEL policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations, and minority training organizations, within the contractor’s recruitment area.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

i. The contractor shall validate all worker specifications, selection requirements, test, etc.

J. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor’s employee needs consistent with its obligations under this Part II.

l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated. The contractor shall continually monitor all personnel activities to ensure that EEO policy is being carried out.

o. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.
4. Contractors and Subcontractors Deemed to be Bound by Part II: In the event a Contractor or Subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Industrial Commissioner, including the, shall be deemed to be committed to Part II of these Bid Conditions. Further, whenever a contractor or subcontractor is deemed to be committed to Part II of these Bid Conditions shall be considered to be committed to a manpower utilization percentage goal of the minimum range for that trade for the appropriate year.

5. Subsequent Signatory to the: Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of the submission of his bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the, either individually or through an association, may meet its requirements under these Bid Conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing to Part I of these Bid Conditions. No contractor or subcontractor shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

6. Non-Discrimination: In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

(NO TEXT HERE)
PART III

A. BIDDER’S CERTIFICATIONS

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS’ CERTIFICATION

______________________________________________________certifies that:

(Bidder)

1. It intends to use the following listed construction trades in the work under the contract______________________________________________________________ ; and

2. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the____________________ ; and

   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

   ______________________________________________________________, and/or

3. As to those trades for which it is required by these Bid Conditions to comply with Part I of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both state and non-state)

   in the________________________________________________________area subject

   to these Bid Conditions, those trades being:

   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

   _________________________________ and

4. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

   (Signature of authorized representative of bidder)
B. SUBCONTRACTORS’ CERTIFICATIONS

Prior to the award of any subcontract under this Invitation for bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS’ CERTIFICATION

________________________________________________ certifies that:

(Subcontractor)

1. It intends to use the following listed construction trades in the work under the subcontract

______________________________________________________________

_______________________________________________________________________

_______________________________________________________________________;

2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the

__________________________________________________________, it will comply with the

_________________________________________________________ on all construction work (both

state and non-state) in the _______________________ area subject to these Bid

Condition, those trades being: ____________________

_______________________________________________________________________

_____________________________________________________; and

b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both state and non-state) in the _______________________ area subject to these Bid

Condition, those trades being:

_______________________________________________________________________

_______________________________________________________________________

__________________________________; and

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

__________________________________________________________

(Signature of authorized representative of bidder)

In order to ensure that the said subcontractors’ certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the _______________________ has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.
C. MATERIALLY AND RESPONSIVENESS

The certifications required to be made by Bidder pursuant to these Bid Conditions is material, and will govern the Bidder’s performance on the project and will be made a part of bid. Failure to submit the certification will render the bid non-responsive.

PART IV – COMPLIANCE AND ENFORCEMENT

Contractors are responsible for informing their Subcontractor (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, Contractors and Subcontractors hereby agree to refrain from entering into any contract or contract modification with a Contractor debarred from, or who is determined not to be a “Responsible” Bidder for, state contracts and state-assisted construction contracts. The Bidder, Contractor or Subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency or the contracting agency. Any Bidder, Contractor or Subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in non-compliance with these Bid Conditions.

Nothing herein is intended to relive any Contractor or Subcontractor during the term of its contract on this project from compliance with the Equal Opportunity Clause of its contract, with respect to matters not covered in the EEO Labor Organization or in Part II of these Bid Conditions.

Violation of any substantial requirement in the Westchester & Putman Counties Plan by a Contractor or Subcontractor covered by Part I of these Bid Conditions including the failure of such Contractor or Subcontractor to make a good faith effort to meet its fair share of the trade’s goals of minority manpower utilization, or of the requirements of Part II hereof by a Contractor or Subcontractor who is covered by Part II shall be deemed to be non-compliance by such Contractor or Subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of appropriate sanctions and penalties.

Each agency shall review its Contractors’ and Subcontractors’ employment practices during the performance of the contract. If the agency determines that the Westchester & Putman Counties Plan no longer represents effective affirmative action, it shall so notify the New York State Department of Labor (NYSDOL) which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions if the Contractor or Subcontractor meets its goals or if the Contractor or Subcontractor can demonstrate that it has made every good faith effort to meet those goals, the Contractor or Subcontractor shall be presumed to be in compliance with its obligators under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the Contractor or Subcontractor is not providing equal employment opportunities. In judging whether a Contractor or Subcontractor has met its goals; the agency will consider each Contractor’s or Subcontractor’s minority manpower utilization of its Subcontractors. Where the agency finds that the Contractor or Subcontractor has failed to comply with its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate. When the agency proceeds with such formal action it has the burden of proving that the Contractor has not met the requirements of these Bid Conditions, but the Contractor’s failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the “good faith” requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables.
Contractors and Subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Department of Labor.

For the information of Bidders, a copy of the Westchester & Putman Counties Plan may be obtained from the contracting officer.
SECTION B
BID PROPOSAL

Proposal of _________________________________________________________________
(hereinafter-called 'Bidder') (a ______________________________ corporation
/ a Partnership/ an individual doing business
as __________________________________________________
______________________________________________________________________________
______)To the _______________________________________________ (hereinafter called
Owner) ______________________________________________________________________
______________________________________________________________________________

The Bidder, in compliance with your invitation for bids for the construction of
______________________________________________

having examined the Bid Documents and the site of the proposed work, and being familiar with all of the
conditions surrounding the construction of the proposed project including the availability of
materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct
the project in accordance with the Bid Documents, within the time set forth therein, and at the
prices stated below. These prices are to cover all expenses incurred in performing the work
required under the Bid Documents, of which this proposal becomes a part thereof.

Bidder hereby agrees to commence work under this contract on or before a date to be
specified in written "Notice to Proceed" of the Owner and to fully complete the project within
consecutive calendar days thereafter as stipulated in the Bid Documents. Bidder further agrees
to pay as liquidated damages, the sum of $ 250.00 for each consecutive calendar day there
after that the work is not completed as hereinafter provided in the General and Special
Conditions of the Contract Documents.
Bidder acknowledges receipt of the following addendum (LIST ALL):

<table>
<thead>
<tr>
<th>ADDENDUM</th>
<th>DATE</th>
<th>SIGNATURE OF PERSON SIGNING PROPOSAL</th>
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<tbody>
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TOTAL BID PRICE: Bidder agrees to perform all of the work described in the Bid Documents for the sum of $______________________________ (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute a formal contract with the Owner and deliver the required Insurance Coverage and Surety Bonds within ten (10) business days thereafter.

The bid security attached in the sum of $______________________________ is to become the property of the Owner in the event the required Bonds and Insurance are not provided and the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

BY: _____________________________
   (Signature)

_____________________________
   (Title)

(SEAL: if Bid is by a corporation)
CONTRACTOR’S QUALIFICATION STATEMENT

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

SUBMITTED TO:  Commissioner of Public Works City of New Rochelle
SUBMITTED BY: ___________________________________________ A Corporation

A Co- Partnership
An Individual

PRINCIPAL OFFICE: _______________________________________

Tel: __________________

Background

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<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Address</th>
<th>Profession of Trade</th>
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Persons of firms submitting bids must be engaged in the liens of work required in these specifications or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability and financial standing, and also a statement as to their plant and machinery.

1. How many years has your organization been in business as a general contractor under its present name?

2. We normally perform _________% of the work without own forces. List trades below:

3. Have you ever failed to complete any work awarded to you? _______ if so, note where and why.

4. List the major construction projects your organization has under way on this date.

5. DESIGNATION OF ASPHALTIC CONCRETE MIXING PLANT

Whenever asphaltic concrete paving is included in the scope of the contract, this form shall be completed in full and made a binding part of the Bidder’s Proposal. In the event that the plant designated is not owned by the Contractor, before the award is made he shall be required to furnish a statement from the Plant Owner that the asphaltic concrete material required under the Contract will be furnished in accordance with the specifications, and at a rate sufficient to progress the work properly to the satisfaction of the Commissioner of Public Works.

All plant asphaltic concrete required under this contract will be manufacture at the plant of __________________ located at __________________ except that, in the event of an emergency, to be determined by the Commissioner of Public Works, the same may be manufactured elsewhere.

Bidder __________________

By _______________________

Title _______________________

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6. List five (5) major projects your organization has completed in the past five (5) years:

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Architect</th>
<th>Contract Amount</th>
<th>Completion Date</th>
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7. List the construction experience of the principal individuals of your organization (particularly the Anticipated Project Supervisors)

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Experience</th>
<th>Types of work for which responsible</th>
<th>In What Capacity</th>
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8. Itemized list of Bidder’s major plant and equipment:

________________________________________________________________________
________________________________________________________________________

9. Bank References

10. Trade Association Membership

11. Attach State of Financial Conditions, including contractor’s latest regular dated financial statement or balance sheet.

   Date of current statement or balance sheet:

   Name of Firm preparing statement:

   Dated at ___________ this _______________ day of _______________ 20___

   Name of Organization:

   By: __________________________

   Title: __________________________

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STATE OF ________)  
COUNTY OF ________)  

As __________________________________________________________ being duly sworn 
deposes and says that he/she is the __________________________________________ of 
______________________________________________________________ Contractor and 
that answers to the foregoing questions and all statements therein contained are true and 
correct.

SWORN TO BEFORE ME THIS____________________DAY OF____________________

__________________________________________ 
NOTARY PUBLIC

My Commission Expires:
CERTIFICATE OF CONTRACTOR'S QUALIFICATION STATEMENT

CURRENT

I certify that (our) (my) Qualification Statement dated ______________________
as on file with the Department of Public Works, City of New Rochelle, New York, is current
and that it reflects (our) (my) organization, operations, and financial status as of this
______________________________ day of ______________________:
with the following exceptions:

STATE OF ________________________________
) ss:
COUNTY OF ________________________________

As ________________________________ being duly sworn
deposes and says that he/she is the ________________________________ of
______________________________ Contractor and
that answers to the foregoing questions and all statements therein contained are true and
correct.

SWORN TO BEFORE ME THIS ____________________ DAY OF __________________

__________________________________________
NOTARY PUBLIC

My Commission Expires:
STATEMENT OF NON-COLLUSION

(To Be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the Bidder and affirmed by such Bidder as true under the penalties of perjury; non-collusive bidding certification.

a. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.

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

b. The person signing this bid or proposal certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under 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 the person signing in its behalf.

c. That attached hereto (if a Corporate Bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the Corporate Bidder.
RESOLUTION

Resolved that _______________________________________________________ be
(Name of Corporation)
authorized to sign and submit the bid or proposal of this corporation for the following
project
_____________________________________________________________________
_____________________________________________________________________
(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section
one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such
Corporation, and for any inaccuracies or mis-statements 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 _____________________
______________________________________________________ Corporation at a meeting of
the Board of Commissioners held on the _________________ day of____________________.

(SEAL OF THE CORPORATION)

____________________________
Secretary
NEW YORK STATE AFFIRMATIVE ACTION CERTIFICATION
(TO BE COMPLETED BY EACH BIDDER)

Bidder's Certifications: (See Section I, Part III)

A Bidder will not be eligible for award of a contract under this Invitation for Bids unless such Bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS CERTIFICATION

______________________________________________________________________________
(Bidder)

Certifies that:
1. It intends to use the following listed construction trades in the work under the contract

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

___; and,

2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the "Westchester County Plan"

It will comply with the said County area within the scope of coverage of that Plan, those trades being:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

And/or,

b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both state and non-state) in the afore-mentioned area subject to these Bid Conditions, those trades being:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

___; and,

3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontractor under this contract the subcontractor certification required by these Bid Conditions.

______________________________________________________________________________
(Signature of Authorized Representative of Bidder)

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**NOTE:**

The estimated quantities given below are approximate and are for the comparison of bids only. Whenever a unit price in figures differs from the unit price for the same item as stated in words, the price in written words will be considered to be the bid. Please make extensions, to show amount bid for each item, and also page totals and contract total.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Brief Description and Price in Words</th>
<th>Unit Price in Figures</th>
<th>Total in Figures</th>
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<tr>
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<td>YD³</td>
<td>Roadway Removal</td>
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<td>YD²</td>
<td>Seed and Mulch - Temporary</td>
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**Forward:**

B-10
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<th>Item No.</th>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Brief Description and Price Bid in Words</th>
<th>Unit Price in Figures</th>
<th>Total in Figures</th>
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<td>Mobilization</td>
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</table>

**Total Bid:**

TOTAL BID IN WORDS: ____________________________________________________________

COMPANY NAME: ________________________________________________________________

COMPANY ADDRESS: ____________________________________________________________

TELEPHONE NUMBER: ___________________________________________________________

Bidders Signature: ___

DATE: ______________________

---

B-11
Bidder understands that the Owner reserves the right to analyze the schedule of bids in the bid review, and reject any or all bids to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing of time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute a formal contract with the Owner and deliver the required Insurance Coverage and Surety Bonds within ten (10) business days thereafter.

The Bid security attached in the sum of ________________________________

$ ____________________________________________________________________________

is to become the property of the Owner in the event the required Bonds and Insurance are not provided and the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted
By: ________________________________
(Signature)

______________________________________________________________________________

(Title)

(Seal: if Bid is by Corporation)
SECTION C
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

NOTE: The headings, titles, table of contents and indices printed or written on the pages following, preceding or attached, are intended for the convenience of reference only, and do not form part of the contract or specification.

I. GENERAL
   a. Parties

This agreement dated as of the ____________ day of ______________, 20____ by and between the City of New Rochelle, a municipal Corporation of the State of New York, and hereinafter designated the City party of the first part and ___________________________ hereinafter designated the Contractor, part of the second part.

The parties hereto, in consideration of the mutual promises, covenants and agreements herein contained, do hereby covenant, promise and agree each with the other as follows:

b. Definitions

Whenever the words defined in this article, or pronouns used in their stead, occur in this Contract and the Advertisement, Information for Bidders, Bidder’s Proposal and Specifications hereto attached, they shall have the meaning here given:

1. Contract, in addition to the portion of this form or document entitled “Contract” shall mean and include the “Advertisement,” the “Information for Bidders,” the “Bidder’s Proposal,” the “Specifications” and the form for Surety Bond hereto annexed and the “Plans” herein described and said inclusions are and shall be considered part and parcel of this Contract.

2. “City” shall mean the City of New Rochelle

3. “Commissioner” shall mean the Commissioner of Public Works of the City of New Rochelle or any Director or officer duly authorized to act for City in the execution of the work required by this Contract.

4. “Engineer” shall mean the person holding the position of or acting in the capacity of the Commissioner of Public Works of the City of New Rochelle, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. Whenever the aforesaid Commissioner shall be unable to act in consequence of absence or other cause, then such Engineer and assistants as the Commissioner of Public Works shall perform all the duties and be vested with all the power herein given to the said Engineer.

5. Grade. Whenever the word “grade” is used in specifications for roads, it shall be considered to be the line of standard cross section as, adopted by the City, to which line the excavation and filling will be measured and allowed; and for sewers and drains, it shall be considered the invert of pipe or culvert.

6. “Contractor” shall mean the party of the second part above designated, entering into this Contract for the performance of the work required by it, and the legal representative of said party of the agent appointed to act for said party in the performance of the work.
7. “Plans” shall mean all the drawings of the work accompanying this Contract with such subsequent details as the Engineer may give or approve from time to time.

8. Time, Year, Month, Week and Day shall mean those respective calendar periods unless otherwise specified.

9. Site of Work, shall mean the immediate locality of the work done or to be done under the Contract, including all the land or easements thereto acquired or to be acquired by the City, and any land, park or highway contiguous to the said work, land or easements, and all temporary or permanent storage places of equipment or material in the work.

10. “Completion” shall mean the finishing of all work of a contract and its preparation for test by actual use or otherwise and approval and certification thereof by the Engineer. During the period of maintenance, as provided for herein, the Contractor without undue interference with such use, shall maintain his work without extra cost to the City in the condition specified, and his bonds shall be held for such performance, as provided herein.

11. “Acceptance” shall mean the satisfactory conclusion of the period of maintenance, as provided for herein, and shall be followed by the payment to the Contractor of all monies retained by the City and release by it from all bond obligations.

12. Unless the context clearly indicates the contrary, the words directed, required, permitted, ordered, designated, selected, prescribed, or words of like import used in the specifications or upon the drawings shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Commissioner, and similarly the words approved, acceptable, satisfactory, equal, necessary, or words of like import shall mean respectively, approved by, or acceptable to, or satisfactory to, or equal or necessary, in the opinion of the Commissioner.

13. “Notice” shall mean written notice. Written notice shall have been deemed to have been duly served when delivered in person to the person, firm or corporation for whom intended, or to his, their or its duly authorized officer, agent or representative, or when delivered at the last known business address of such person, firm or corporation, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address, and deposited in the U.S. Mails in a receptacle regularly maintained for such purpose.

c. Engineer to Give Orders, Explain and Decide

The Contractor shall provide engineering and/or surveying services to give all lines and grades, including such changes as may be necessitated by unforeseen conditions, and as ordered by the Engineer, and other technical advice necessary for the satisfactory installation of the work. The Contractor shall furnish all stakes, forms, grade boards and templates and shall be responsible for the preservation of grade boards and templates and shall be responsible for the preservation of grade stakes and for the accurate setting, laying and execution of the work in all its parts. Said Contractor shall also provide the Engineer with all necessary assistance when required. All stakes set for liens or grades that may be disturbed by the Contractor or the employees of the said Contractor shall be replaced at the expense of said Contractor.

d. Contractor to Give Personal Attention

The Contractor shall give constant personal attention to the work while it is in progress, or he shall place it in charge of a competent and reliable English-speaking superintendent who shall have authority to act for the Contractor, and who shall be acceptable to the Engineer.
e. Orders to Foreman

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

f. Contractor to Employ Only Competent Workers

The Contractor shall employ only competent and skillful workers to do the work and whenever the Engineer shall notify the Contractor in writing that any worker on the work is, in his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such worker shall be discharged from the work and shall not again be employed on it, except with the consent of the Engineer.

g. Drawings and Specification Cooperative

It is intended that the drawings and the specifications shall include everything requisite and necessary to the proper and entire finishing of the work, notwithstanding, that every item necessarily involved by the work is not particularly mentioned; all work when finished is to be delivered in perfect and undamaged state.

The drawings and specifications shall be considered together and work or materials called for by one and not the other is to be done or furnished in as faithful and thorough a manner as though fully treated or by both and in accordance with the specifications of the Commissioner.

All work shall be laid and set to the grades on the profiles and drawings as the same may be designated on the ground by the Commissioner.

h. Additional Plans to be Furnished Contractor

Upon the request of the Contractor and sufficient notice being given to the Engineer, the Engineer will furnish the Contractor’s additional sets of the Contract, Plans and/or Contract Document up to an amount not exceeding four (4) complete sets, without charge. Additional sets beyond four (4) will be furnished at cost.

i. Time to Begin and Complete

The Contractor is required to notify the Engineer, in writing, forty-eight hours prior thereto, of the date intended to actually begin work.

The work under this agreement is to be commenced and prosecuted at and from as many different points, at such times and in such part or parts of the streets and avenues on the line of the work and with such force as the Commissioner of Public Works may from time to time, during the progress of the work determine, and the Commissioner of Public Works is hereby authorized to suspend the work or any part thereof from time to time, when he shall be of the opinion that the public welfare requires it; at each point of commencement an Inspector will be placed to supervise the same.
The Contractor further agrees that he will commence the aforesaid work on such day and at such place of places as the Commissioner of Public Works may designate, and progress therewith so as to complete the same in accordance with this agreement, within the number of days stated in the Scope of the Work; that the said number of days shall be construed to mean calendar days; that in the computation of said time, the length of time (expressed in days and part of a day) during which the work, or any part or section thereof may have been delayed in consequence of the condition of tides, strikes, or by any act of omission of the parties of the first part, all of which shall be determined by Commissioner, who shall certify to the same in writing, and upon which no work is done, shall be excluded.

**Progress Schedules:**

1. To enable the work to be performed in orderly and expeditious manner, the Contractor, within fifteen (15) days after the Notice to proceed with this Contract, unless otherwise directed by the Engineer, shall submit to the Engineer a proposed progress schedule in the form of a bar graph or in such other form as specified by the Engineer, showing:

2. The anticipated time of commencement and the completion of each of the various operations to be performed under this contract, and

3. The sequence and interrelation of each of these operations with the others and with those of other related Contracts, and

4. The estimated time required for the fabrication or delivery or both of all materials and equipment for the work,

5. The proposed schedule shall be revised as directed by the Engineer, until finally approved by the Engineer. The Contractor shall adhere to the approved progress schedule or to the schedule as revised pursuant to section C-K. The contractor shall promptly adopt such other or additional Means and Methods of Construction as required to make up for the time lost and will assure completion in accordance with the approved progress schedule. The Contractor will not receive any payments until the proposed progress schedule is submitted.

**j. Rate of Progress**

The work shall be prosecuted at least as rapidly as is required by the above schedule. The rate of progress shall be measured by comparing the Engineer’s monthly estimates of the value of the work done with the total amount of the Contract, based on the approximate statement of quantities, as given in the Information for Bidder, and the Contract prices.

No extension of time will be made for ordinary delays and accidents and the occurrence of such will not relieve the Contractor from the necessity of maintaining these rates of progress.

The Contractor further agrees that in case the grade of the street, sewer, drain, or other structure shall be changed during the progress of the work, the contractor will conform to the altered grade, at the prices specified herein as far as they are applicable; and for any work, the price of which is not specified in this contract, the provisions herein contained in relation to extra work shall apply.
k. Suspension and Extension of Time

Commissioner reserves the right to suspend the whole or any part of the work herein contracted to be done, if the Commissioner shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension. If the said work shall be delayed for the reason that the City does not own or has not obtained possession of the land on which work is to be performed, then and in that case, and in every such case, the Contractor shall be entitled to do so much additional time wherein to perform and complete this Contract on the part of the said Contractor as the Engineer shall certify in writing to be just. No allowance by way of damages shall be made for any of the above delays. In the case of an extension by Commission of the time herein above stated for the completion of this Contract as provided in article heretofore mentioned, a revised schedule of progress will be made in accordance with such extension of time, or in unforeseen obstacles shall be encountered in the prosecution of said work, then said time may be increased upon the written application of said Contractor, as much as the Commissioner may deem just and reasonable, and fairly proportioned to the amount of such increase, by a written certificate of the Commissioner made prior to the final certificate as to the total amount remaining due and unpaid to said Contractor.

l. Insurance Requirements

The Contractor shall, during the performance of this work, take all necessary precautions and place proper guards for the prevention of accident, shall put up and keep all night, suitable and sufficient lights and shall indemnify and save harmless the City and Commissioner, their employees, officers, and agents from all damages and costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper materials, implements or appliance used in its construction, or by or on account of any act or omission of the Contractor or his agents.

The Contractor shall furnish and maintain the required insurances and endorsements as indicated below.

All policies and certificates of insurance evidencing the existence of the required coverage must provide at least thirty (30) days prior written notice of cancellation, reduction of coverage or non-renewal of the insurance to the City by Registered or Certified mail.

The Contractor or any subcontractor shall not commence work under this contract until the Contractor has obtained all insurance required under this section and such insurances have been approved by the City.

1. Worker’s Compensation Insurance

This contract shall be null and void and of no effect unless the Contractor shall, before entering upon the performance thereof, secure workers’ compensation for the benefit of and keep insured, during the life of said Contract, all employees engaged thereon who are required to be insured by the provisions of chapter forty-one (41) on the laws of nineteen hundred and fourteen (1914) known as Workmen’s Compensation Law in compliance with the provisions of said law and acts amendatory thereto, as provided in Section 90 of the General Municipal Law of the State of New York.

This is to include coverage for benefits provided under United States Longshoreman and Harbor Workers’ Act if such hazard exists. Amount of Workers’ Compensation Insurance Statutory
2. Comprehensive General Liability

In a form providing coverage not less than that of Standard Comprehensive General Liability Insurance Policy including Hazards of Operations (including explosion, collapse and underground coverage), Independent Contractors, Products and Completed Operations extended for two years after completion and final acceptance of work by the City. Contractual Liability coverage (on a “blanket” basis designating all written contracts, or alternatively the specified hold harmless agreement contained in this contract including full defense thereof) and Personal Injury Liability coverage for claims arising out of the work hereunder for Personal Injury, and Property Damage (Broad form, including Completed Operations) in policy or policies of insurance such that the limits of liability are at least:

| Bodily Injury | $2,000,000 | Each Occurrence |
| Property Damage | $1,000,000 | Each Occurrence |
| Or Alternatively Bodily Injury & Property damage Limits | $2,000,000 | Each Occurrence |

The City of New Rochelle shall be named in said policy as an additional insured. All Certificates of Insurance Policies shall state that such insurance coverage is primary to any other insurance coverage carried by the City.

The following HOLD HARMLESS AGREEMENT is hereby included in this Agreement and shall be embodies in and insured by the above described policy of insurance in the limits above mentioned.

“In case of any legal action or law suit in equity that may or shall be brought against the City or any of its officers or agents for or on account of failure, omission or neglect of the City of the Contractor or his subcontractors or his employees or his agents to do or perform any of the covenants, acts, matters, or things by this Contract undertaken by the Contractor or his subcontractors or his employees or agents, including compliance with all the requirements of the labor law, from any injury done to property or person and caused by negligence or alleged negligence of the Contractor or his subcontractors or his employees or agents, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if such action or suit had been brought directly against the Contractor and the Contractor shall also indemnify and save harmless the City, its officers and agents from any and all loss, cost or damage aforesaid. It is the intention of the parties to this Contract that there is included within the terms of this article, claims, suits of actions arising from or alleged to have arisen from any action of commission or omission of any nature whatsoever of either the City or the Contractor or subcontractors, their agent or employees occurring during the performance of the Contractor’s operations and relating directly or indirectly to such operations.”

3. Comprehensive Automobile Liability Insurance

Which shall include coverage for all owned, non-owned and hired vehicles during the life of this contract such that the limits of liability, is not less than:

| Bodily Injury | $2,000,000 | Each Occurrence |
| Property Damage | $1,000,000 | Each Occurrence |
| Or Alternatively Bodily Injury & Property Damage Liability Combined Limits | $1,000,000 | Each Occurrence |
The City of New Rochelle shall be named in said policy as an additional insured.

Contractor shall require any Subcontractor at any tier, vendor, supplier, material dealer and others connected with the work to provide and maintain at all times during the period that their Agreement is in force and effect at the Subcontractor’s, vendor’s, supplier’s, material dealer’s or others’ own cost, the same coverage as required of the Contractor.

The Insurance specified to be provided by the Contractor and others as listed above may be provided in policy or policies of insurance as primary and excess, including the so-called Umbrella of Catastrophe form.

Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims occurring, shall not be held to affect, negate or waive any of the provisions of this Contract.

Where blasting is, or may be, required in the work to be done under this Contract, strict compliance shall be made with the provisions of the General Ordinances of the City respecting the use, storage and/or transportation of explosives, and the insurance and bond requirements thereof.

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

m. Patents and Brands

The Contractor shall be liable for any claims made against the City of any infringements of patents by the use of patented articles in the construction and completion of the work, or any process connected with the work agreed to be performed under this Contract or of any materials used upon the said work, and shall indemnify and save harmless the City from all costs, expenses and damages which the City, the Commissioner, their employees, officers or agents shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work.

n. Contract Conditions, Witnesses, Immunity

In submitting a bid proposal the bidder represents that he or it has never at any time refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning any transaction to contract had with the State, any political subdivision thereof, a public authority, or with a public department, agency or official of the State of any political subdivision thereof or of a public authority nor has any firm, partnership or corporation of which the bidder is a member, partner, director or officer so refused to sign a waiver of immunity under the language and intention of Section 103-b of the General Municipal Law of the State of New York.
In submitting a bid proposal, the bidder agrees as a further condition for the acceptance of his or its bid for work or services performed or to be performed or for good and material sold or to be sold that should the bidder, if an individual, or if a partnership if any partner thereof, or if a corporation, any director or officer thereof should refuse, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State, or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against any subsequent criminal prosecution or to answer any relevant question concerning such transaction on contract then and in such event any such person and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services for a period of five years after such refusal and further that any and all contract made with the city on and after the first day of July, 1959, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City and upon such cancellation and termination, the city shall not be liable for any penalty or damages on account of such cancellation or termination except that any monies due by the City for goods delivered and work or services rendered prior to the cancellation or termination shall be paid to the bidder.

II. CONDUCT AND INSPECTION OF THE WORK

a. Contractor Assumes Damages

The Contractor agrees to protect from injury all water or gas mains, subways or service pipes, electric, telephone or telegraph cables, whether overhead or underground, and all sidewalks, curbs, stoops, areas and all other property in the vicinity of work, from direct or indirect damages which may be occasioned by injury to any of them through or by reason of any negligence, carelessness, or want of skill on the part of the said party of the second part, agents, or servants, the Commissioner of Public Works is hereby especially authorized to deduct and retain from any monies which may be due or which will grow due to Contractor a sum sufficient in judgment to cover the cost of repairing any such damages, and to apply said sum to such purpose.

b. Monuments and Bench Marks to be Protected

The Contractor shall exercise utmost care not to disturb any bench marks or monuments that may exist in or near the line of the work. In case it is essential that any such bench marks or monuments be temporarily removed, the Contractor shall give the Engineer at least twenty-four (24) hour notice of his intention to remove same and no such bench mark or monument shall be disturbed under any consideration until the Engineer has given permission for the removal of the same. When the work has so progressed that the bench mark or monument may be replaced, the Contractor shall reset the same at the point designated and in the presence of the Engineer or his representative.

The City sets a value of One Hundred ($100) Dollars on all monuments and bench marks set by themselves or others to designate a boundary line, and for any such monuments disturbed or removed by the Contractor without giving proper notice as described above, the City shall deduct the said sum of One Hundred ($100) Dollars from and monies due or which may become due on this contract, to which the Contractor agrees in executing this indenture.
c. **Maintenance and Adjustments of Utilities**

At all intersecting streets or avenues, so much of the existing roadways, side-walks, curb, gutter and flagging as may be directed by the Engineer shall be properly adjusted to the work under this contract, making safe and easy approaches.

Excavated materials shall be so placed as to allow free access to the stopcocks, hydrants, and gates of the water-works, and the centres, stakes and bench marks set by the Engineer for the guidance of his work.

The Contractor shall not obstruct the gutter of any street, but provide for the free passage of surface water along the gutters.

The Contractor shall provide for all water-courses and drains interrupted during the progress of the work, and replace them in as good condition as he found them.

Wherever necessary, a fence shall be placed alongside of trenches to keep one side of the street or roadway free from any obstruction.

All the curb, gutter, flagging, paving and macadam stones necessary to be removed, together with all the rock, earth and sand taken from the trenches, shall be placed in such parts of the passageway, or the vicinity thereof, as the Engineer shall direct; and in all such cases a passageway on the sidewalks of not less than three feet in width shall be preserved free from all obstruction by the erection of a board fence if required, and in the manner provided for in these specifications.

Where sewer or drain work is provided for hereunder, the Commissioner of Public Works shall have the right to permit openings in the same for the purpose of installing house connections, at any time after completion of said paving, without previous notice to the Contractor.

The issuance of such permit or permits, however, shall not release the Contractor or the sureties on his bonds hereunder, or either of them, from any liability thereunder, by reason of the issuance of such permit or permits.

The Contractor shall do whatever may be necessary to keep in position and protect from injury all water and gas pipes, lamp posts, service pipes, electrical, telephone and telegraph conduits and all other fixtures which may be met with in carrying on the work.

The party of the second part further agrees to give notice in writing, at least seventy-two (72) hours before breaking ground for the purpose of constructing the work hereinbefore mentioned, to each utility and subway company or companies who have, or may during the progress of the work have, any gas, or water pipes, electric, telegraph or telephone lines, cables, or subways, which may be affected by excavation that may become necessary, and to comply with the provisions of Section 1918 of the Penal Law and all other applicable provisions of law relating to gas corporations and public utilities.

And it is further agreed, that the party of the second part shall not cause any hindrance to nor interfere with any such utility or subway company or companies in protecting their pipes, lines, cables or subways, nor in removing, relocating or otherwise protecting and replacing the main and service pipes, lines, cable, or subways, lamp posts and lamps, or other fixtures, where necessary; but that the said party of the second part will suffer the said company or companies to take all such measure as may become necessary for the purpose aforesaid, and perform any additional excavation or other work required for such purposes without cost to the party of the first part.
The Contractor shall afford all the necessary facilities to the company or companies owning railroad tracks on the line of the work, or to their agents, in the preservation of the same from injury, either by removal or otherwise, without extra charge therefore.

In case it be necessary to remove the said tracks or any portion thereof, the said company or companies shall be notified by the Commissioner of Public Works to remove the same within a specified time; and the Contractor shall not interfere with the said tracks, or any portion thereof, until the expiration of the time specified in said notice.

d. **City’s Representatives Only**

It is understood and agreed between the parties hereto that the Commissioner of Public Works, his/her officers, employees and agents are acting in a representative capacity and not for their own benefit, and that nothing contained in this contract shall be deemed to vest in the contractor or said Contractor’s representatives, successors, or assigns, or said Contractor’s agents, servants or employees, any claims against any of them as individuals.

e. **Access to Work, Places of Manufacture and Accounts**

The Commissioner of Public Works, his/her Engineers, inspectors, agents and other employees, shall for any purpose, and other parties who may enter into contract with the Commissioner of Public Works for doing work within the territory covered by this contract shall, for all purposes which may be required by the Contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore.

Furthermore, the Commissioner of Public Works and his/her Engineers, inspectors, and agents shall at all times have immediate access to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that all such materials are being made strictly in accordance with the specifications and drawings.

The Contractor shall, whenever requested, provide scales and assistance for weighing, or assistance for measuring any of the materials, and shall give the City’s agents and Employees access to invoices, bills of lading, payroll, accounts and memoranda relating to this contract or the work performed or to be performed hereunder.

f. **Inspection and Exposure**

The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intentions of this Contract, even to the extent of uncovering or taking down portions of finished work.

Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and replacing of the covering or the making good of the parts removed shall be paid for at the Contract prices for the class of the work done; but should the work exposed or examined prove unsatisfactory, in the opinion of the Engineer, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor.
g. **Defective Work**

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill said contract as herein prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

If the work, or any part thereof, shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defects in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such material to a satisfactory distance from the vicinity of the work.

h. **Ownership of Materials**

Nothing in this Contract shall be considered as vesting in the Contractor any right or property in materials used after they shall have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the City.

i. **Prevention of Dust Hazard**

The Contractor agrees that in the event a silica or other harmful dust hazard is created in the construction of the work herein contracted to be done, and for which appliances, or methods for the elimination of such silica dust or other harmful dust have been approved by the State or local authorities said contractor will install, maintain and keep in effective operation such appliances and method of the elimination of such silica dust and other harmful dust hazard or hazards, and in the event this provision is not complied with, this Contract shall be void.

j. **Quality of Material and Work, Brand Names**

All materials and all the work done in the carrying out of this Contract must be up to the standard prescribed in the specifications, and where such material or work is not definitely described, it must be of the best of its kind and in every case meet the requirements of the Engineer. Where a proprietary brand name is mentioned, the phrase “or equal” shall be deemed to follow the name.

k. **Surplus Material**

In case more material is excavated from a trench then can be disposed of on the streets, without preventing the passage of traffic, the surplus material shall be carted away to some convenient place to be provided by the Contractor, and then, the material, is of the proper kind, shall be brought back and the trench properly filled, the cartage and storage being at the Contractor’s expense.

The said party of the second part hereby covenants and agrees that they will not sell, or permit to be removed from the line of the work, any building sand rock or earth excavated, except upon the written permission of said Engineer, and then only so much as shall remain after reserving a sufficient quantity to refill the trench, build, embank, and complete the paving but that they will in all cases use the same material excavated, provided it be good sand, gravel or earth; but if it be unsuitable, consisting of large fragments of rocks, large stones, mud, or topsoil, then the same shall be removed from the ground, and good material procured and used for refilling the trench and building embankment.
As the work progresses, the Contractor shall cart away or remove all surplus earth, stone and other material from the ground, to such places as the Engineer shall direct, and leave all roads and placed free, clear and in good order.

In case this is neglected, the Contractor will be allowed only twenty-four (24) hours to remove the same, after a written notification of failure or neglect, said notice to be served on the Contractor, either personally or by leaving it at Contractor’s residence or with agent in charge of the work, when, if not done, it will be done by the DEPARTMENT OF PUBLIC WORKS at the Contractor’s cost and expense.

The Contractor shall clean off the work and remove all surplus material, sand, stone, dirt and rubbish from said work within forty-eight hours after the same shall have been completed. The work will not be accepted until the said sand, stone, dirt, and rubbish have been removed to the satisfaction of the Engineer.

In case of suspension of the work, the trenches are to be refilled and repaved, and all materials, surplus earth, sand, rock and rubbish, removed from the street immediately thereafter; in case of failure therein, after three (3) days’ notice has been given in writing by the Commissioner of Public Works to Contractor, said notice to be served upon said Contractor either personally or by leaving at his/her residence, or with his agent in charge of the work, it will be done by the DEPARTMENT OF PUBLIC WORKS and the expense thereof deducted from the payments due to or to become due the said Contractor.

III. COMPLIANCE WITH LAWS AND REGULATIONS

a. Laws and Regulations

The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees that in any manner affect their work, including Federal permits and regulation, and shall protect and indemnify the City of New Rochelle, its agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order of decree, whether by himself or by his employees. If any discrepancy or inconsistency should be discovered in this Contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree shall forthwith report the same in writing to the Engineer.

The Contractor shall obtain and pay for all permits and licenses, and shall give all notices, pay for all fees, and comply with all laws, ordinances, rules and regulations bearing on the work. If any of the Contractor’s work shall be done contrary to laws, ordinances, rules and regulations, without such notice, shall bear all costs arising therefrom.

b. Responsibility of Contractors

The Contractor shall take all responsibility of the work; the said Contractor shall bear all losses resulting to said Contractor on account of the amount or character of the work, or because the nature of the land in or on which the work is done is different from that assumed or expected, or on account of the weather, floods, or other causes; and the said Contractor shall at said Contractor’s own proper cost and expense assume the defense of and indemnify and save harmless the City, the Commissioner of Public Works and their employees, officers and agents from all claims of any kind arising from the performance of this Contract.
Any expense necessarily incurred by the City in any criminal action or proceedings against any person employed on any work constructed or in the suppression of riots among persons employed on said work, or in the prevention of the commission of crime by such persons, after being duly audited, as required by law, shall constitute a claim in favor of the City and an action may be maintained on such audit as for money paid to the use of the City and said Contractor shall be responsible to the City for any amount of expense incurred by reason of and upon the grounds set forth here above.

c. Preference in Employment

The Contractor shall give preference in employment to citizens of the State of New York who have been residents of the City for at least six (6) months immediately prior to the commencement of their employment by said Contractor.

Each person so employed shall furnish satisfactory proof of residence in accordance with the rules adopted by the Industrial commission. In the event that residents of the City are not available, then and in that event the Contractor shall hire only citizens of the State of New York who have been residents thereof for the last six (6) consecutive months. The Contractor shall keep a list of his employees, stating whether they are citizens of the City or the State of New York, native born or naturalized and in the case of naturalization, the date thereof and the name of the Court in which granted.

d. Intentionally Left Blank

e. No Discrimination in Employment

The contractor agrees:

1. That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, sex, color, religion or national origin, discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates;

2. That no Contractor, Subcontractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, sex, color, religion or national origin, sexual orientation;

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

f. Compliance with Labor and Other Laws

The Contractor agrees to comply with all the applicable provisions of the Labor Law, the Public Health Law, the Lien Law, the Workmen’s Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, any and all rules and regulations promulgated by the department of Labor and/or the Industrial Commission of the State of New York, any applicable Federal Law, rule or regulation, the Charter of the City of New Rochelle and any Local laws, ordinances, resolutions, or regulations of the City of New Rochelle, and all amendments and additions thereto.
g. **Wage Rates and Payment of Wages**

The wages to be paid for a legal day’s work, as hereinbefore defined, to laborers, workmen or mechanics upon such public work, shall be not less than the prevailing rate or wages as hereinafter defined. Serving laborers, helpers, assistants and apprentices shall not be classified as common labor and shall not be paid less than the prevailing rate of wages as hereinafter defined.

The wages to be paid for a legal day’s work, as hereinbefore defined, to laborers, workmen or mechanics upon and material to be used upon or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade of occupation in the locality within the state where such public work on, about, or in connection with which such labor is performed in its final or completed form is to be situated, erected or used, and shall be paid in cash.

Such wages shall be paid promptly in cash and in lawful money of the United States provided, however, that the Contractor may pay employees by check upon a certificate of the Industrial Commissioner to be used only after a hearing upon the application to pay by check, which hearing shall be with notice of at least five (5) days to be served personally or by mail on all interested persons, or if not served as aforesaid, then be published in a manner directed by this Industrial Commissioner, which shall afford interested persons the opportunity to appear and be heard at such hearing and after proof has been furnished satisfactorily to the Industrial Commissioner of the Contractor’s financial responsibility and the Contractor gives assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn.

The said Contractor agrees that any person or corporation that willfully pays, after entering into such contract, less than such stipulated wage scale as established by the fiscal officer shall, in addition to the penalties provided in Section 220 and other applicable provisions of the Labor Law, be subject to forfeiture of the contract at the option of the Commissioner for a first offense; and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the City pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any such contract.

The said Contractor agrees that no such laborer, mechanic or worker employed in the performance of this contract, either by the Contractor, a Subcontractor or any other person doing or contracting to do the whole or a part of the work contemplated by the Contract, shall be paid less than such minimum hourly rates of wages as shall be established by the Commissioner of Finance of the City of New Rochelle.

In order to comply with the provisions of the Labor Law of the State of New York, the Contractor further agrees that not less than the following schedule of wages, as set forth under the heading “Schedule of Minimum Wage Rates,” shall be paid laborers, workers or mechanics in carrying out the work provided for under this contract.

h. **Evidence of Claims Satisfied**

The Contractor further agrees that they will furnish the Commissioner of Public Works with satisfactory evidence that all persons who have done work or furnished materials under this agreement, or who may have received or sustained any damage or injury through or by reason of any act or omission, carelessness or want of skill on the part of the said Contractor or his agents, in the prosecution of the work aforesaid, and who may have given written notice to the Commissioner before or within ten (10) days after the completion of the work aforesaid that any balance for such work or materials, or compensation for such injury or damages, is still due and unpaid, have been fully paid or secured therefore.
i. Statements Showing Amounts Due for Wages, Materials, Supplies

It is further agreed that in accordance with Section 220-A of the Labor Law, as amended, before payment is made by or on behalf of the City of New Rochelle of any sum or sums due on account of this contract it shall be the duty of the Commissioner of Finance of the City of New Rochelle to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to file a statement in writing in form satisfactory to such the Commissioner certifying to the amounts then due and owing from such Contractor or Subcontractor filing such statement to any and all laborers for daily or weekly wages on account of labor performed upon the work under the contract, or to other persons for materials and/or supplies delivered for use on the work and for which payment is due, setting forth therein the names of the persons whose wages and/or claims for materials and/or supplies are unpaid, and the amount due to each respectively, which statement so to be filed shall be verified by the oath of the Contractor or Subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

IV. PAYMENT FOR WORK

a. Prices for Work

The City shall pay and the Contractor shall receive in full compensation for furnishing all the materials and labor and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the entire work in this Contract and described and specified, and in such specifications and plans described and shown and also for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work and for all risks of any description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the unit prices named in the Bidder’s Proposal, attached hereto and made a part hereof, the same to be in full force and effect as though here repeated.

b. Partial Estimates

In order to assist the Contractor to prosecute the work advantageously, the Commissioner, from time to time as the work progresses but not more often than once a month, shall make in writing an estimate such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor in the performance of this Contract.

The first such estimate shall be of the amount and value of work done and materials incorporated in the work since the Contractor commenced the performance of this Contract on part, and every subsequent estimate, except the final estimate, shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than Five Hundred ($500) Dollars. No materials, not incorporated in the work, and none of the Contractor’s plant shall be included in partial estimates. Such estimates shall not be required to be made by precise measurements, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.
c. **95% Partial Payment**

Upon each estimate being made and certified by the Engineer in writing to Commissioner of Public Works, the City shall within fifteen (15) days after the date of the estimate, pay to the Contractor ninety-five percent (95%) of the amount stated in such estimate or certificate to be the value of the work done and materials furnished. Terms and conditions regarding the 5% retainage are expressed in subsections C.IV.h and C.IV.i below.

The City shall not be obligated to reimburse the Contractor for any materials not incorporated into the work, unless such materials be in short or critical supply or specially fabricated for the project as required in the contract and unless the City has authorized advance purchase of such materials and the same have been delivered to the site and properly stored and secured there and title thereto delivered to the City.

d. **Extra Work and Additional Work**

“Extra Work and/or Materials,” as herein used, shall mean work that forms an essential part of the job but which was not anticipated at the time when the plans and specifications were prepared, and is not capable of being classified under any Contract Items.

“Additional Work and/or Materials,” as herein used, shall mean work capable of being classified under any Contract Items in addition to that originally contemplated (and estimated), payable for at unit prices bid.

“Extra Work” and “Additional Work” shall be performed in accordance with applicable provisions of the Contract specifications, or, if no applicable specifications are contained in the Contract, under such specifications as maybe specially established by the Engineer.

The Engineer shall notify the Contractor of the necessity for such Extra Work, stipulating its character and extent and the proposed method of payment. Upon receipt of such notification, the Contractor shall advise the Engineer in writing of the compensation, either unit price of lump sum as requested, for which he proposes to perform the Extra Work required. The Engineer may accept the compensation proposed by the Contractor, or, if considered the prices excessive, the Engineer may order the work done on a “Cost Plus” basis in accordance with the conditions as set forth below.

In cases where quantities or amount or work are indeterminate, the Engineer may order the work to proceed on a Cost Plus basis. Where Extra work is done on a Cost Plus basis, compensation shall be made on the following basis:

1. For all necessary direct labor the rates of wages actually paid shall be allowed. No part of the salary of anyone above the grade of foreman and having general supervision of the work shall be included in the labor item unless the Contractor’s job force is entirely occupied with such Cost Plus work. In this case the Engineer may, if he deems that the services of the superintendent and/or timekeeper are necessary, allow a part or all of their salaries for the time feel their services are necessary.

2. Plus - For all Payroll insurances and taxes on the payroll for the extra work.

3. Plus - For all payments required to be made to labor organizations under standard existing labor agreements.
4. Plus - For all overhead applicable to the Extra Work but not to exceed 15% of the extra work payroll. However, if any or all of the salaries of the time keeper and/or superintendent are included in the labor payroll then only 5% of the extra work payroll will be allowed.

5. Plus - For all materials necessary for the extra work and for any transportation of materials to the job site where the Contractor furnished the receipted bills for such materials and transportation.

6. Plus - To the total of the above 1-5, 10% may be added for profit.

7. Plus - For rental of all power operated equipment necessary for the proper prosecution of the extra work on the following basis:

   i. Rental rates for any power operated machinery, trucks or equipment, which are necessary on Extra Work, shall be negotiated between the Engineer and the Contractor prior to the start of the Extra Work

   ii. These rates shall be reasonable and shall be based on local rates and must be agreed upon in writing before the work is begun. In no case shall the rental rates exceed the rates set up in the current edition of the “Associated Equipment Distributors’ Compilation of Rental Rates for Construction Equipment,” plus the cost of fuel and lubricants.

   iii. These negotiated rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments complete, ready to operate but excluding operators. Operators shall be paid under one (1) above.

   iv. In the case of equipment which had previously been brought on the job for regular contract work or which is to be used for regular contract work after the extra work in completed, no allowance will be made for transporting the equipment to or from the site, but if the equipment is used only for the extra work, then a fair allowance for transportation shall be made.

   v. For equipment which is, or will be, used for regular contract work, payment shall be made for only actual time used on the extra work, with a minimum of 1/8 day of an 8-hour day. However, if equipment is brought in for extra work only, then the minimum shall be ½ day.

   vi. If the equipment is used for four (4) days or less, then daily rates shall be used as a basis payment. If the equipment is used more than four (4) days and less than twenty-one (21) days, payment shall be on a weekly rate basis of seven (7) calendar days per week. For periods longer than twenty-one (21) days, monthly rates of thirty-one (31) calendar days per month shall be used. For fractional periods above the rental period (day, week, or month) payment shall be proportioned on the basis of the applicable rental period.

   vii. No percentage of any kind shall be added to the amounts of equipment rental prices agreed upon and these shall be considered as total compensation for the use of such equipment.
The compensation as provided above shall be accepted by the Contractor as payment in full for the extra work done on a Cost Plus basis, and shall be considered as including all superintendence, cost accounting, use of tools and equipment for which no rental is allowed, and profit. The Engineer or his representative shall make a record of the extra work performed during each day at the close of the day. Both the Engineer and the Contractor, or their authorized representative, shall sign this record and a copy of the signed record shall be furnished by the Contractor. The other copies shall be kept by the Engineer.

Original receipted bills for material and/or its necessary transportation shall be furnished the Engineer immediately upon their payment by the Contractor. No compensation for materials shall be allowed unless these original receipted bills are furnished the Engineer.

All Cost Plus work, performed by a subcontractor or by other organizations or employed or by or under direction or through payrolls other than the Contractor’s, will be done in accordance with the above requirements, and payments will be made on the same basis as if the Contractor performed the work, except that the Contractor shall not be allowed any overhead or profit.

If the Contractor shall decline, delay, or fail to perform such Extra Work or furnish such materials as may be authorized or ordered by the Engineer in writing, then the Engineer may either withhold the payment of all current estimates until the Contractor’s refusal, delay, or failure is eliminated or the Engineer may arrange for the performance of the work or the furnishing of the materials in any manner he may see fit, the same as if this Contract had not been executed, and the Contractor shall not interfere with the performance of such work nor shall he make any claim against the City because of such performance.

e. Completion Estimate

Whenever in opinion of the Engineer the Contractor shall have completely performed this Contract on the part of said Contractor to be performed, excepting maintenance, the Engineer shall so certify in writing to the Director of Public Works, and his certificate shall state from actual measurements the whole amount of work performed by the Contractor, and also the total value of such work performed under and according to the terms of this Contract. All prior certificates, upon which partial payments may have been made, being merely approximate estimate, shall be subject to correction in the completion estimate.
f. Correction of Estimate

The City shall not, nor shall any Department or officer thereof, be precluded or stopped, by any return or certificate made or given by the Engineer or any other officer, agent or employees of the City under any provision of this Contract, at any time either before or after the final completion and acceptance of the work and payment therefore pursuant to any such return or certificate, from showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in a particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the City shall not be precluded or stopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damage as it may sustain by reason of his failure to comply with the specifications.

Neither the acceptance of Commissioner, his engineer, or any of his employees, nor any other measurement or certificate of the Engineer, nor any order of the Commissioner for payment of money nor any payment for, nor acceptance of, the whole or any part of the work by the Engineer or Commissioner, nor any extension of time nor any possession taken by Commissioner or his employees, shall operate as a waiver of any portion of the contract or of any power herein reserved to Commissioner, or any right to damage herein provided.

g. No Claim for Variation in Quantities (Not Used)

h. 3% Retainage Upon Completion of the Work

On the expiration of 60 calendar days after the completion of the work agreed to be done by the Contractor and the filing of a certificate of such completion of the work in the Office of the Commissioner of Public Works and of the Commissioner of Finance signed by the Engineer and the Commissioner of Public Works, the City shall pay to the Contractor, by warrant or check of the City, the amount remaining after deducting from the total value of the work performed according to the terms of the contract two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been paid to the Contractor under any of the provisions of this contract, and also, any sums or all sums of money as by the terms hereof the City is or maybe authorized to reserve or retain, provided that nothing herein mentioned shall be construed to affect the right, hereby reserved, of the Commissioner of Public Works to reject the whole or any portion of the aforesaid work not consistent with the terms of this agreement, or otherwise.

i. 2% Retainage Upon Completion of 2 years Guarantee to Supply Material, Parts & Labor

The City will additionally hold the sum of two percent (2%) of the contract for a period of two (2) years for material, parts and labor guarantee under this contract. The Contractor shall be responsible to guarantee to supply material, parts and labor for the entire work until the time of its acceptance and shall keep every portion of it in perfect order and repair for a period of two (2) years after completion of said work, excepting in regard to such damages as may be caused by the construction or repair by the City of other works, or by any other act of the City, its agents, or servants, and except as provided hereinafter. In the event that the termination of the said two (2) years period shall fail within the months of December, January, February, March, or April, then, and in that event, the period of maintenance shall extend until the first day of May next thereafter.
At the conclusion of the said period of maintenance the work may be accepted provided it be then in good order and repair, that it conform entirely with the required lines, grades and dimensions, and if all other obligations on the part of the Contractor under this Contract have been fulfilled. Upon certification by the Engineer to the above effect, the bonds retained shall be released.

If at any time during the period of maintenance, the Contractor, when so notified by the Engineer, shall fail to immediately repair and make good any defect or damage in the work, then and in that case the Commissioner to have the right to cause such defect or damage to be repaired and made good by the City’s own forces or by such parties as may be selected by Commissioner, and to charge to the Contractor the cost of all labor, materials, plant, equipment and other incidental expenses necessary to such repair and making good, said cost to be charged against the retained bonds.

All questions of dispute in regard to maintenance of the work shall be determined by the Commissioner.

j. Limitation of Waiver Clause; Errors
No waiver by the City or the Commissioner of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any illegality or error in one or more clauses comprising any part of parts of this Contract will not make the remainder of the Contractor valid.

k. Completion Estimate to End Liability
No person or corporation other than the signer of this Contract as Contractor, now has any interest hereunder, and no claim shall be made or filed by any such person or corporation and neither the City nor the Commissioner, nor any of their agents, shall be liable or held to pay any money as provided herein. The acceptance by the Contractor of the Completion estimate aforesaid shall operate as, and shall be, a release to the City, the Commissioner, and their agents from all claims and liability from anything done or furnished for, or relating to or affecting the work, excepting the claim against the City for the remainder, if any thereby, of the amounts kept or retained.

l. Withholding of Payments
If the Contractor fails to meet and pay all of his just obligations outstanding for labor, materials, and/or supplies at the time when an estimate for payment is due, or if any liens, claims or demands arising out of or in connection with the work or its performance shall be outstanding at the time any payment may be due or is likely to be made thereafter, or if any claims arising out of or in connection with the Contractor’s operations under this Contract are made against the party of the first part by any other person that the Contractor, or if in the opinion of the Commissioner, the Contractor is not proceeding with the work in accordance with the provisions of this Contract, the party of the first part shall have the right to withhold out of any payments, final or otherwise, such sums as Commissioner may deem proper to secure such protection and/or to satisfy such claims. The party of the first part shall also have the right to withhold from the Contractor so much of the accrued payments as may be necessary to pay to laborers or mechanics employed on the work the difference between the rate of wages required by this Contract to be paid laborers or mechanics on the work and the rate of wages actually paid to such laborers or mechanics. Such application shall be deemed payments for the Contractor’s account. The Engineer may withhold payment to the Contractor on account of the failure of the Contractor to fully comply with any requirement of the Contract.
m. **Money May be Retained**

The Commissioner may keep any monies which would otherwise be payable at any
time hereunder, and apply the same or so much as may be necessary therefore, to
the payment of any expenses, losses or damages as determined by the Engineer,
incurred by the City or the Commissioner may retain until all claims shall have been
satisfied and/or settled, so much of such monies as the Commissioner shall be of
the opinion will be required to settle in full all claims, and the costs and expenses
thereof against the City, the Commissioner, their employees, officers and agents as
described in the preceding paragraphs and all claims for labor on the work, and also
all those claims for materials for the work, notice of which, signed and sworn to by
the claimants, shall have been filed in the office of the Commissioner, or the City
may make such settlement and apply thereto any monies retained under this
contract.

n. **Contractor’s Damage Claims to be Filed with Engineer**

If the Contractor shall claim compensation for any damages sustained by reason of
the acts of the Commissioner of Public Works, or his agents, said Contractor shall,
within five (5) days after the sustaining of such damage, make a written statement of
the nature of the damage sustained, to the Engineer. On or before the fifteenth (15)
day of the month succeeding that in which any such damage shall have been
sustained the Contractor shall file with the Engineer an itemized statement of the
detail and amount of such damage and unless such statement shall be made as
thus required, said Contractor’s claim for compensation shall be forfeited and
invalidated, and the said Contractor shall not be entitled to payment on account of
such damage.

o. **Liens**

If, at any time before or within thirty (30) days after the whole work herein agreed to
be performed, and all labor and materials herein agreed to be delivered to the City
have been performed and delivered or completed, and accepted by the City, any
person or persons claiming to have performed and labor or furnished any materials
toward the performance or completion of this Contract shall file with the
Commissioner any such notice as is described in the New York State Lien Law, the
Commissioner shall retain until and for the discharge thereof, from the monies under
his control, so much of such monies as shall be sufficient to satisfy and discharge
the amount in such notice claimed to be due, together with the costs of any actions
or proceedings brought to enforce such claim or lien by filing of such notice.

p. **Assignment Restricted**

Said Contractor shall not demand nor be entitled to receive payment for the work or
materials, or any portion thereof, except in the manner set forth in this Contract, nor
unless each and every one of the premises, agreements, stipulations, terms and
conditions herein contained to be performed, kept, observed and fulfilled on the part
of the Contractor shall have been so performed, kept, observed, and fulfilled, and
the Engineer shall have given his certificate to that effect, and Commissioner shall
have been satisfied with and shall have accepted the work.
q. **Assignment Restricted**

Said Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or his rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the Commissioner of Public Works endorsed hereon or annexed hereto, and said Contractor shall not assign by power of attorney or otherwise any of the monies due or to become due and payable under this Contract unless by and with said consent, signified in like manner. If the Contractor shall without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract, or of his right, title or interest herein or any of the monies due or become due under this Contract, to any such person, Company or other Corporation, this Contract may, at the option of the Commissioner of Public Works, be revoked and annulled and all liability and obligations of the City of New Rochelle growing out of the same to the Contractor and to his assignee or transferee shall cease and be at an end as of the date and time of such assignment, transfer, conveyance, subletting or other disposition of this Contract, provided that nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor's creditors, made pursuant to the Statutes of the State of New York; and no right under this Contract or to any money due or to become due hereunder, shall be asserted against the City by said Contractor or his agents, assignees, transferees or other persons who may acquire any interest in law or equity by reason of any so-called assignment of this Contract, or any part thereof of any monies due or to grow due hereunder, unless authorized as aforesaid by the written consent of the Commissioner.

r. **Subsequent Completion- Abandonment**

If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned or the work sublet by said Contractor, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion and shall so certify in writing to Commissioner of Public Works that the performance of this Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or of the specifications or is executing the same in bad faith or not in accordance with the terms thereof, or if the work will not be fully completed within the time named in this Contract for its completion or started as specified for starting, or completed within the time to which completion of the Contract may be extended by the Commissioner in the manner herein provided, the Commissioner may notify the Contractor to discontinue all work, or any part thereof, under this Contract, by a written notice to be served upon the Contractor, as herein elsewhere provided, and thereupon the Contractor shall discontinue the work, or such part thereof, and to take possession of any use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purposes of work and to procure other materials for the completion of the same, and to charge the expense of such labor and materials to the Contractor.

The expenses so charged shall be deducted and paid by the City out of such monies as may be due or may at any time thereafter become due to the Contractor under and by virtue of this Contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under this Contract, if the same had been completed by the Contractor, shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commissioner, by contract or otherwise under the provisions of this article of the Contract, the Contractor shall continue the remainder of the work in conformity with the terms of this Contract, and in such manner as in no way to hinder or interfere with the persons or workmen employed, as above provided, by the Commissioner, by contract or otherwise any part of the work, or to complete the same under the provisions of this Contract.
s. **Delay in Completing Contract**

The Contractor shall, in addition to any other indemnification provided for elsewhere in this Contract, pay to the City all expenses, losses and damages, as determined by the Engineer, incurred in consequence of any negligence, defect, omission or mistake of the Contractor or his/her employees, or the making good thereof, and shall also pay for each and every day, except Sundays and legal holidays, that he shall be in default in completing the entire work to be done under this Contract, the sum of one hundred ($100) dollars which sum is hereby expressly agreed upon, not as a penalty, but as liquidated damages which the City will suffer by reason of such default. Commissioner shall have the right to deduct the amount of any such damage from any monies due or to become due the Contractor under this Contract; provided, that Commissioner shall have the right in his/her discretion to extend the time for the completion of the work, beyond the time stated in this Contract, but any such extension to be binding on the City, must be in writing. If the time for completion of the work as aforesaid shall be so extended, then and in such case the Commissioner shall be fully authorized and empowered to deduct from the final estimate of the amount due the Contractor under the provisions of this Contract, the amount of any damages determined as herein above stipulated for each day that the Contractor shall be in default for the completion of the work beyond the date to which the time for said completion shall have been extended by the Commissioner. Permitting the Contractor to continue and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of its rights under the Contract.

t. **Contractor’s Address for Service**

The address given in the bid or proposal upon which the Contract is founded is hereby designated as the place to which letters or other communications under this Contract shall be mailed or delivered.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the office of the Commissioner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

u. **Contract Binding on Successors, etc.**

And it is further agreed by the Contractor that all of the stipulations and agreements aforesaid shall apply to and bind the heirs, executors, administrators and successors of the respective parties hereto.

v. **Contract to be sole Agreement Between Parties: Method of Altering**

It is agreed by and between the parties hereto that this Contract can only be altered or changed by an instrument in writing executed in the same manner as is this Contract and that there are no oral or written representation, agreements or understandings between the parties other than those that have been committed to writing in this Contract, the Information for Bidders, the Advertisement and the Plans and Specifications.
SECTION D
EXECUTION OF CONTRACT

IN WITNESS WHEREOF the respective parties hereto have hereunto set their hands and seals the day and year first above written.

THE CITY OF NEW ROCHELLE

ATTEST

___________________________                                  ____________________________
Kathleen Gill          Charles B. Strome III
Corporation Counsel    City Manager

Seal Required

THE CONTRACTOR

ATTEST

(                                         ) Title                                   (                                         ) Title

Legal name and address of Contractor

____________________________________

____________________________________

____________________________________

Seal Required
ACKNOWLEDGEMENT OF THE CITY MANAGER

STATE OF NEW YORK )
COUNTY OF WESTCHESTER ) SS.: 
CITY OF NEW ROCHELLE )

On this ________________________ day of _________________, 20____, before me personally came Charles B. Strome III to me known, who being by me duly sworn, did depose and say that he/she resides in the City of New Rochelle, N.Y., that he/she is the CITY MANAGER OF THE CITY OF NEW ROCHELLE, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Council of said corporation and he/she signed his/her name thereto by like order of the Council of said corporation and he/she signed his/her name thereto by like order.

_____________________________
Notary Public (Westchester County)

Seal Required

ACKNOWLEDGEMENT OF CLERK OF CITY

STATE OF NEW YORK )
COUNTY OF WESTCHESTER ) SS.: 
CITY OF NEW ROCHELLE )

On this ________________________ day of _________________, 20____, before me personally came ___________________ to me known to me to be the City Clerk of the City of New Rochelle, N.Y., who being by me duly sworn, did depose and say that he is the custodian of the corporate seal of said City; that the seal affixed to the foregoing contract is such corporate seal, and that, as such officer, he/she affixed it thereto and did attest the same with his/her signature, by virtue of the authority in him/her vested.

_____________________________
Notary Public (Westchester County)

Seal Required

D-2
ACKNOWLEDGEMENT IF THE CONTRACTOR IS AN INDIVIDUAL

STATE OF ________________

) SS.: 

COUNTY OF ________________

On this ______________________ day of ________________, 20___, before me personally came _____________________________________, to me known and known to me to be the person described in and who executed the foregoing contract, and who acknowledged to me the execution thereof for the purpose therein mentioned.

Notary Public (Westchester County)

Seal Required

ACKNOWLEDGEMENT IF CONTRACTOR IS PARTNERSHIP

STATE OF ________________

) SS.: 

COUNTY OF ________________

On this ______________________ day of ________________, 20___, before me personally came _____________________________________, to me known and known to me to be a member of _______________________________________, the firm described in and which executed the foregoing contract, and he/she acknowledged to me that he/she subscribed the name of said firm thereto in behalf of said firm for the purpose therein mentioned.

Notary Public (Westchester County)

Seal Required
ACKNOWLEDGMENT IF CONTRACTOR IS A CORPORATION

STATE OF ______________) SS.: 
COUNTY OF ______________) 

On this ________________________ day of _________________, 20____, before me personally came _____________________________________ and ________________________________ each to me known, who did say, each for himself/herself, as follows:

The said ________________________________ that he/she resides in the City (Village) of ____________________________ and is the _____________________________________ of the ________________________________________ Corporation described in and which executed the foregoing contract, and the said ________________________________ that he/she resides in the City (Village) of ____________________________ and is the _____________________________________ of said Corporation; that each for himself/herself knows the corporate seal of said Corporation; that the seal affixed to the foregoing contract is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation and by like order each thereto signed his/her name and official designation.

_____________________________
Notary Public (Westchester County)

Seal Required

ACKNOWLEDGEMENT IF CONTRACTOR IS A CORPORATION

STATE OF ______________) SS.: 
COUNTY OF ______________) 

On this ________________________ day of _________________, 20____, before me personally appeared _____________________________ to me known, who, being by me duly sworn, did depose and say; that he/she resides in ____________________________________________________ that he/she is the _____________________________ of __________________________________ that he/she is the _____________________________ of __________________________________ and that he/she knows the corporate seal of said Corporation; that he/she knows the corporate seal of said Corporation; that the seal affixed to the foregoing contract is such corporate seal; that it was so affixed by order of the Board of Director of said corporation, and that he/she signed thereto by like order.

_____________________________
Notary Public (Westchester County)

Seal Required
 SECTION E
SAMPLE FORMS OF BONDS
SURETY BOND

__________________________________________
(Name of Bonding Company)

___________________________________________
(City)

KNOW ALL MEN BY THESE PRESENTS, THAT WE 

______________________________________________
(Name of Contractor)

hereinafter referred to as the Surety, are held and firmly bound unto the CITY OF NEW ROCHELLE,
N.Y. in the sum (_________________________) lawful money of the UNITED STATES OF 

AMERICA, to be paid to the CITY OF NEW ROCHELLE, N.Y., or to its certain attorneys, successors 
or assigns; for which payment well and truly to be made, we bind ourselves and our several and 

respective heirs, executors and administrators, successors, and assigns jointly and severally, firmly 

by these presents.

Sealed with our seals. Dated this ____________________ day of ___________________ in 

the year two thousand and _________________________________________.

WHEREAS, the above bounden Contractor, by an instrument in writing, signed by the 

Contractor, and bearing even date with these presents, has contracted with THE CITY OF NEW 

ROCHELLE, N.Y. to perform all the work and furnish all the materials and plants called for in the 

preceding contract for _____________________________________________.

NOW, THEREFORE, the conditions of the above obligations are such that if the said above 

bounden Contractor, his or its executive administrators, successors or assigns, shall well and truly, 

and in good, sufficient and workmanlike manner, perform the work mentioned in the aforesaid 

agreement, in accordance with the terms and provisions therein stipulated, and in each and every 

regard comply with the conditions and covenants therein contained then this obligation to be void, 

otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, 

extension of time, alteration or addition to the terms of the contract or to the work to be performed 

thereunder or to the specifications accompanying the same shall in any wise affect its obligation on 

said bond, and it does hereby waive notice of any such change, extension of time, alteration or 

addition to the terms of the contract or to the work or to the specifications.

Attest__________________________         ___________________________________________ 
(Signature)                                                                  (Name)

__________________________         ___________________________________________ 
(Title)                                                   (Signature of Contractor)
Surety bond to be approved, as to form and correctness, by the Corporation Counsel of the City of New Rochelle

Of Surety

(Qualifications of Surety Company and acknowledgements to be annexed hereto)
ACKNOWLEDGMENT BY SURETY COMPANY

STATE OF ______________)  
) SS.:  
COUNTY OF ______________)  

On this ______________________ day of ________________________ 20______, before me personally came ____________________________________, to me known, who being by me dully sworn, did depose and say that he/she resides in ______________________________________ that he/she is the _______________________ of the _________________________________, the Corporation described in and which executed the within instrument that he/she known the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the Laws of the State of New York, and the said __________________________________________ further said that he/she is acquainted with ___________________________________________ and knows him/her to be the __________________________ of said company, that the signature of the said __________________________________________ subscribed to the within instrument is in the genuine handwriting of __________________________________________ the said __________________________________________ and was subscribed thereto by like order of the Board of directors, in the presence of him/her, the said __________________________________________.

__________________________________  
Notary Public                           County

E-3
ACKNOWLEDGEMENT BY PRINCIPAL UNLESS IT BE A CORPORATION

STATE OF ______________)
COUNTY OF ______________)

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

_________________________________
Notary Public                               County

ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION

STATE OF ______________)
COUNTY OF ______________)

On this _______________ day of ____________________________ 20____, before me personally came ________________________________ to me known, who, being by me duly sworn, did depose and say that he/she resides in _______________________________; that he/she is the ________________________________ of ________________________________, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_________________________________
Notary Public                               County

Seal (If Required)

E-4
ACKNOWLEDGMENT BY PRINCIPAL UNLESS IT BE A CORPORATION

STATE OF ______________________

) SS.: ______________________

COUNTY OF ______________________

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

_____________________________
Notary Public                   County

Seal (If Required)

ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION

STATE OF ______________________

) SS.: ______________________

COUNTY OF ______________________

On this ______________________ day of ______________________ 20____, before me personally came ___________________________________________________, to me known, who, being by me duly sworn, did depose and say that he/she resides in ______________________; that he/she is the ______________________ of ______________________, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____________________________
Notary Public                   County

Seal (If Required)
NEW YORK STATE DEPARTMENT OF LABOR, PREVAILING WAGE RATES

PREVAILING WAGE RATES

Labor rates for this Contract have been attached hereafter. It is understood that the prevailing wage rates will pertain to this Contract and is a part of the Contract prior to the signing by the successful Bidder.
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 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

Upon completion or cancellation of this project, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.
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 "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

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

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

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website 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. Payrolls must be maintained for at least three (3) years from the project's date of completion. 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, by 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 period covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

**Withholding of Payments**

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

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

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

**Summary of Notice Posting Requirements**

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

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

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

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

**Apprentices**

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

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

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

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

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

**Interest and Penalties**

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

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

**Debarment**

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

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

**Criminal Sanctions**

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

**Discrimination**

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

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

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-
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.
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: $__________
Approximate Starting Date: _____ / _____ / ______
Approximate Completion Date: _____ / _____ / ______

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other: ____________________

Location
Project ID# 19-005
Project Type The City of New Rochelle is currently seeking bids for road ramp rehabilitation.

City of New Rochelle
Allison Cutignola, Purchasing Specialist
515 North Ave.
New Rochelle NY 10801

Schedule Year 2018 through 2019
Date Requested 06/04/2019
PRC# 2019007038

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

www.labor.ny.gov. PW 16 Ask.PWAsk@labor.ny.gov
IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

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' concerns with regard to 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.**

**NOTE:** This change does not affect the Department’s ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.
To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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


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.
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, www.labor.ny.gov.

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.state.ny.us.
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 such as
  o unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  o workers’ compensation benefits for on-the-job injuries
  o payment for wages earned, minimum wage, and overtime (under certain conditions)
  o prevailing wages on public work projects
  o the provisions of the National Labor Relations Act and
  o 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 required by New York State and Federal Law.

Penalties for paying 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, 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 1(866)435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:
WORKER NOTIFICATION

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

Effective February 24, 2008

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.
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: www.labor.ny.gov

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 – click on Bureau of Labor Law.

Contractor Name: _______________________________________

Project Location: _______________________________________

PW 101 (4.15)
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.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.
Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   https://labor.ny.gov/workerprotection/safetyhealth/dosh_training.shtm

2. OSHA Training Institute Education Centers:
   
   **Rochester Institute of Technology OSHA Education Center**
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   **Atlantic OSHA Training Center**
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   **Atlantic OSHA Training Center**
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail: japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   **Keene State College**
   Manchester, NH
   Leslie Singleton
   e-mail: lsingleton@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org
Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more 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 of 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 518-485-5696.
WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project’s threshold would increase from $50,000 to: $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 work 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 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.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.
IMPORTANT INFORMATION
Regarding Use of Form PW30.1
(Previously 30R)
“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There MUST be a Dispensation of Hours (PW30) in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies ONLY to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

(Please note: For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)
Instructions for Completing Form PW30.1
(Previously 30R)
“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30.1 check to be sure …

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:
- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:
- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply
  ***Do not write in any additional Classifications or Counties.***

Requestor Information:
- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:
- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240  **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870
Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a **Dispensation of Hours** in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please **type or print** the requested information and then **mail or fax** to the address above.

**Contractor Information**

Company Name: __________________________ FEIN: __________
Address: __________________________________________
City: __________________________ State: _________ Zip Code: _________
Phone No: __________ Fax No: __________ Email: ______________________
Contact Person: __________________________
Phone No: __________ Fax No: __________ Email: ______________________

**Project Information**

Project PRC#: ________________ Project Name/Type: ______________________
Exact Location of Project: __________________________ County: __________________
(If you are Subcontractor)
Prime Contractor Name: __________________________
Job Classification(s) to Work 4/10 Schedule:  *(Choose all that apply on Job Classification Checklist - Pages 3-8)*
*** Do not write in any additional Classifications or Counties***

**Requestor Information**

Name: __________________________
Title: __________________________ Date: __________
Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under Entire Counties & Partial Counties.

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton County
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren County
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County
**Job Classification Checklist**  
*(Place a checkmark by all classifications that will be using the 4/10 schedule)*

*** Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
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<tbody>
<tr>
<td>Carpenter – Building</td>
<td>276B-All</td>
<td>7</td>
<td>2, 5</td>
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<tr>
<td>Carpenter – Building</td>
<td>276B-Cat</td>
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<td>276-B-LIV</td>
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<tr>
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<td>19, 32, 37</td>
<td>61</td>
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<tr>
<td>Carpenter – Heavy &amp; Highway</td>
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<td>2, 5, 7</td>
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<td>291B-Sar</td>
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<td>25m</td>
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<td>12, 22, 27, 33, 38</td>
<td>6, 9, 34, 39, 55, 59</td>
<td></td>
</tr>
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</table>
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

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</thead>
<tbody>
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<td>26, 28</td>
<td>19, 35, 37, 59, 61</td>
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### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

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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 that six (6) years, contemporaneous, true, and accurate payroll records.

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.
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<td>Elevator/Escalator Construction &amp; Modernizer</td>
<td>1:1:1:2</td>
</tr>
<tr>
<td>Glazier</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Insulation &amp; Asbestos Worker</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Iron Worker</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Laborer</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Mason</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Millwright</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Op Engineer</td>
<td>1:1:1:5</td>
</tr>
<tr>
<td>Painter</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Plumber &amp; Steamfitter</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Roofer</td>
<td>1:1:1:2</td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>1:1:1:2</td>
</tr>
</tbody>
</table>

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 - 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
Westchester County General Construction

Boilermaker 06/01/2019

JOB DESCRIPTION  Boilermaker
DISTRICT  4

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

WAGES
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>$57.17</td>
<td>$59.17</td>
</tr>
<tr>
<td>Repairs &amp; Renovations</td>
<td>$57.17</td>
<td>$59.17</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>32% of hourly</td>
<td>32% of hourly</td>
</tr>
<tr>
<td>Repair $ Renovations</td>
<td>Wage Paid</td>
<td>Wage Paid</td>
</tr>
<tr>
<td></td>
<td>+ $25.32</td>
<td>+ $25.35</td>
</tr>
</tbody>
</table>

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

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

OVERTIME PAY
See (D, O) on OVERTIME PAGE
Repairs & Renovation see (B,E,Q)

HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>32% of Hourly</td>
<td>32% of Hourly</td>
</tr>
<tr>
<td></td>
<td>Wage Paid Plus</td>
<td>Wage Paid Plus</td>
</tr>
<tr>
<td></td>
<td>Amount Below</td>
<td>Amount Below</td>
</tr>
<tr>
<td>1st Term</td>
<td>$19.37</td>
<td>$19.38</td>
</tr>
<tr>
<td>2nd Term</td>
<td>20.22</td>
<td>20.24</td>
</tr>
<tr>
<td>3rd Term</td>
<td>21.06</td>
<td>21.08</td>
</tr>
<tr>
<td>4th Term</td>
<td>21.92</td>
<td>21.94</td>
</tr>
<tr>
<td>5th Term</td>
<td>22.77</td>
<td>22.79</td>
</tr>
<tr>
<td>6th Term</td>
<td>23.62</td>
<td>23.65</td>
</tr>
<tr>
<td>7th Term</td>
<td>24.46</td>
<td>24.49</td>
</tr>
</tbody>
</table>

NOTE: "Hourly Wage Paid" shall include any and all premium(s)
Piledriver $53.63
Dockbuilder $53.63

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $50.62

**OVERTIME PAY**
See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE.
Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)
Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wages per hour
(1)year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$21.45</td>
</tr>
<tr>
<td>2nd</td>
<td>$26.82</td>
</tr>
<tr>
<td>3rd</td>
<td>$34.86</td>
</tr>
<tr>
<td>4th</td>
<td>$42.90</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

All Terms: $33.49

---

8-1556 Db

---

**Carpenter**

**JOB DESCRIPTION** Carpenter

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2018

Carpenter/Resilient Floor Coverer $50.50

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

**SUPPLEMENTAL BENEFITS**
Per hour: $45.85

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

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

**REGISTERED APPRENTICES**
Wage per hour - (1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$20.20</td>
</tr>
<tr>
<td>2nd</td>
<td>$25.25</td>
</tr>
<tr>
<td>3rd</td>
<td>$32.83</td>
</tr>
<tr>
<td>4th</td>
<td>$40.40</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour - all apprentice terms:

$31.11

8-2287

---

**Carpenter**

06/01/2019
JOB DESCRIPTION Carpenter

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

WAGES
Per Hour: 07/01/2018

Marine Construction:
- Marine Diver $67.94
- Marine Tender 48.24

SUPPLEMENTAL BENEFITS
Per Hour:
- Journeymen $50.62

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

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

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:
- 1st year $21.45
- 2nd year 26.82
- 3rd year 34.86
- 4th year 42.90

Supplemental Benefits
Per Hour:
- All terms $33.49

8-1456MC

Carpenter 06/01/2019

JOB DESCRIPTION Carpenter

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

WAGES
Per hour: 07/01/2018

Building Millwright $52.70

SUPPLEMENTAL BENEFITS
Per hour:
- Millwright $53.16

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

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

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:
- 1st. $28.33
- 2nd. $33.48
- 3rd. $38.63
- 4th. $48.93
Supplemental benefits per hour:

One (1) year terms:

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$34.23</td>
</tr>
<tr>
<td>2nd</td>
<td>$37.83</td>
</tr>
<tr>
<td>3rd</td>
<td>$42.08</td>
</tr>
<tr>
<td>4th</td>
<td>$48.64</td>
</tr>
</tbody>
</table>

Carpenter 06/01/2019

JOB DESCRIPTION  Carpenter

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

WAGES

Per Hour:

- 07/01/2018
  - Timberman $49.10

SUPPLEMENTAL BENEFITS

Per Hour:

- 07/01/2018
  - $49.92

OVERTIME PAY

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

HOLIDAY

Paid:

- See (1) on HOLIDAY PAGE.
- Paid: for 1st & 2nd yr.
  - Apprentices See (5,6,11,13,25)
- Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$19.64</td>
</tr>
<tr>
<td>2nd</td>
<td>$24.55</td>
</tr>
<tr>
<td>3rd</td>
<td>$31.92</td>
</tr>
<tr>
<td>4th</td>
<td>$39.28</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

- All terms $33.14

Carpenter 06/01/2019

JOB DESCRIPTION  Carpenter

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour:

- 07/01/2018
  - Core Drilling:
    - Driller $39.69
    - Driller Helper 31.62

Note: Hazardous Waste Pay Differential:

- For Level C, an additional 10% above wage rate per hour
- For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $0.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour: 07/01/2018
Driller and Helper $25.45

OVERTIME PAY
OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

JOB DESCRIPTION  Carpenter - Building / Heavy&Highway 06/01/2019

ENTIRE COUNTIES
Putnam, Rockland, Westchester

WAGES
WAGES:(per hour) 07/01/2018
BUILDING/HEAVY & HIGHWAY:
Carpenter $37.69 + 7.61*

* Amount paid on all hours, it is not subject to overtime premium

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $30.93

OVERTIME PAY
BUILDING:
See (B, E, Q) on OVERTIME PAGE.

HEAVY/HIGHWAY:
See (B, E, P, *R, **T, X) on OVERTIME PAGE.
*R applies to Heavy/Highway Overtime Holiday Code 25 with benefits at straight time rate.
**T applies to Heavy/Highway Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY
BUILDING:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
Holidays that fall on Saturday will be observed Friday. Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:
Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.
Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
1 year terms at the following wage rates:

Indentured after July 1 2016

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.85</td>
<td>$22.61</td>
<td>$24.50</td>
<td>$26.38</td>
<td>$30.15</td>
</tr>
<tr>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
<td>+ 3.55*</td>
</tr>
</tbody>
</table>

8-1536-CoreDriller
### Indentured before July 1 2016

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$18.85</td>
<td>$22.61</td>
<td>$26.38</td>
<td>$30.15</td>
</tr>
<tr>
<td>+ 3.55*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Amount paid on all hours, it is not subject to overtime premium

### SUPPLEMENTAL BENEFITS per hour:

| All terms | $ 15.98 |

### Electrician

**JOB DESCRIPTION**  Electrician  
**DISTRICT**  9  
**ENTIRE COUNTIES**  Bronx, Kings, New York, Queens, Richmond, Westchester

**WAGES**

<table>
<thead>
<tr>
<th>Per hour: 07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Technician</td>
</tr>
</tbody>
</table>

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and/or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per hour: 07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker:</td>
</tr>
</tbody>
</table>

**OVER TIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 16, 25, 26) on HOLIDAY PAGE

### Electrician

**JOB DESCRIPTION**  Electrician  
**DISTRICT**  8  
**ENTIRE COUNTIES**  Westchester

**WAGES**

| Per hour: 07/01/2018 04/25/2019 |
|-------------------------------|------------------|
| Electrician/A-Technician      | $ 51.75 $ 52.75  |
| Teledata                       | $ 51.75 $ 52.75  |

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

**SUPPLEMENTAL BENEFITS**

| Per hour: 7/01/2018 04/25/2019 |
|-------------------------------|------------------|
| Journeyworker                 | $ 48.80 $ 50.55  |

**OVER TIME PAY**

See (A, G, *J, P) on OVERTIME PAGE  
*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Entering Program PRIOR to April 23, 2014
<table>
<thead>
<tr>
<th>Years</th>
<th>Electrician</th>
<th>07/01/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$26.50</td>
<td>$26.50</td>
<td></td>
</tr>
<tr>
<td>2nd term</td>
<td>$26.50</td>
<td>$26.50</td>
<td></td>
</tr>
<tr>
<td>H - Telephone</td>
<td>$26.50</td>
<td>$26.50</td>
<td></td>
</tr>
</tbody>
</table>

Electrical and Teledata work of limited scope, consisting of repairs and/or replacement of defective electrical and teledata equipment.
- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.
See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Years</th>
<th>Electrician &amp; H - Telephone</th>
<th>07/01/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$13.38</td>
<td>$13.38</td>
<td></td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

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

DISTRICT  4

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

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point

WAGES
Per hour:

07/01/2018

Elevator Constructor $ 64.48
Modernization & Service/Repair 50.49

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor $ 39.922
Modernization & Service/Repair 38.966

OVERTIME PAY
Constructor See ( D, M, T ) on OVERTIME PAGE.
Modern/Service See ( B, F, S ) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
WAGES PER HOUR:

*Note: 1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Elevator Constructor

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 32.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Term</td>
<td></td>
<td>32.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Term</td>
<td></td>
<td>34.038</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Term</td>
<td></td>
<td>35.277</td>
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</tbody>
</table>

Modernization & Service/Repair

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 31.965</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Term</td>
<td></td>
<td>32.406</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Term</td>
<td></td>
<td>33.578</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Term</td>
<td></td>
<td>34.745</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4-1

06/01/2019
Per Hour  

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$ 56.75</td>
<td>$ 58.57</td>
</tr>
<tr>
<td>Helper</td>
<td>70% of Mechanic</td>
<td>70% of Mechanic</td>
</tr>
<tr>
<td>Wage Rate</td>
<td>Wage Rate</td>
<td>Wage Rate</td>
</tr>
</tbody>
</table>

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

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

SUPPLEMENTAL BENEFITS

Per hour

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman/Helper</td>
<td>$ 32.645*</td>
<td>$ 33.705*</td>
</tr>
</tbody>
</table>

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

<table>
<thead>
<tr>
<th></th>
<th>0-6 mo*</th>
<th>6-12 mo</th>
<th>2nd yr</th>
<th>3rd yr</th>
<th>4th yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>50</td>
<td>55</td>
<td>65</td>
<td>70</td>
<td>80</td>
</tr>
</tbody>
</table>

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

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

Glazier  

<table>
<thead>
<tr>
<th></th>
<th>06/01/2019</th>
</tr>
</thead>
</table>

JOB DESCRIPTION Glazier

ENTIRE COUNTIES

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

WAGES

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>7/01/2018</th>
<th>11/01/2018</th>
<th>5/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>$ 54.75</td>
<td>$ 55.25</td>
<td>+additional</td>
</tr>
<tr>
<td>*Scaffolding</td>
<td>55.75</td>
<td>56.25</td>
<td>$ 1.25</td>
</tr>
<tr>
<td>Glass Tinting &amp; Window Film</td>
<td>28.16</td>
<td>28.16</td>
<td>28.16</td>
</tr>
<tr>
<td>**Repair &amp; Maintenance</td>
<td>28.16</td>
<td>28.16</td>
<td>28.16</td>
</tr>
</tbody>
</table>

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24’ or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $100,000. All Glass tintering, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>7/01/2018</th>
<th>11/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$ 32.39</td>
<td>$ 33.14</td>
</tr>
<tr>
<td>Glass tinting &amp; Window Film</td>
<td>18.64</td>
<td>18.64</td>
</tr>
<tr>
<td>Repair &amp; Maintenance</td>
<td>18.64</td>
<td>18.64</td>
</tr>
</tbody>
</table>
OVERTIME PAY
See (C*, D*, E2, O) on OVERTIME PAGE. (Premium is applied to the respective base wage only.)

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For 'Repair & Maintenance' see (B, B2, F, P) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance' see (5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:
(1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th></th>
<th>7/01/2018</th>
<th>11/01/2018</th>
<th>5/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$18.54</td>
<td>$18.94</td>
<td>TBD</td>
</tr>
<tr>
<td>2nd term</td>
<td>26.84</td>
<td>27.09</td>
<td></td>
</tr>
<tr>
<td>3rd term</td>
<td>32.45</td>
<td>32.75</td>
<td></td>
</tr>
<tr>
<td>4th term</td>
<td>43.57</td>
<td>43.97</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits:
(Per hour)
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$15.76</td>
<td>$15.86</td>
<td></td>
</tr>
<tr>
<td>2nd term</td>
<td>21.61</td>
<td>21.99</td>
<td></td>
</tr>
<tr>
<td>3rd term</td>
<td>23.81</td>
<td>24.26</td>
<td></td>
</tr>
<tr>
<td>4th term</td>
<td>27.96</td>
<td>28.56</td>
<td></td>
</tr>
</tbody>
</table>

8-1281 (DC9 NYC)

Insulator - Heat & Frost

JOB DESCRIPTION  Insulator - Heat & Frost

ENTIRE COUNTIES  Dutchess, Orange, Putnam, Rockland, Westchester

WAGES
Per hour: 07/01/2018
Insulator $52.65
Discomfort & Additional Training** $55.59
Fire Stop Work* $28.17

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.
** Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

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

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker $32.70
Discomfort & Additional Training $34.62
Fire Stop Work:
Journeyworker $16.70

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

HOLIDAY
Paid:

See (1) on HOLIDAY PAGE
Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime:

See ( 2*, 4, 6, 16, 25 ) on HOLIDAY PAGE.
*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES
(1) year terms:

Insulator Apprentices:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>23.27</td>
<td>28.17</td>
<td>37.96</td>
<td>42.87</td>
</tr>
</tbody>
</table>

Discomfort & Additional Training Apprentices:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>24.65</td>
<td>29.64</td>
<td>40.02</td>
<td>45.22</td>
</tr>
</tbody>
</table>

Supplemental Benefits paid per hour:

Insulator Apprentices:

<table>
<thead>
<tr>
<th>Term</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>13.50</td>
</tr>
<tr>
<td>2nd</td>
<td>16.70</td>
</tr>
<tr>
<td>3rd</td>
<td>23.10</td>
</tr>
<tr>
<td>4th</td>
<td>26.30</td>
</tr>
</tbody>
</table>

Discomfort & Additional Training Apprentices:

<table>
<thead>
<tr>
<th>Term</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>14.27</td>
</tr>
<tr>
<td>2nd</td>
<td>17.66</td>
</tr>
<tr>
<td>3rd</td>
<td>24.44</td>
</tr>
<tr>
<td>4th</td>
<td>27.83</td>
</tr>
</tbody>
</table>

Ironworker

06/01/2019

JOB DESCRIPTION Ironworker

DISTRICT 9

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

WAGES
Per Hour: 07/01/2018

Ironworker Rigger

$ 62.84

Ironworker Stone

Derrickman

$ 62.84

SUPPLEMENTAL BENEFITS
Per hour:

$ 39.79

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

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

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>$31.42</td>
<td>$31.42</td>
<td>$44.54</td>
<td>$43.07</td>
<td>$54.41</td>
<td>$54.41</td>
</tr>
</tbody>
</table>

Supplemental benefits:

Per hour:

$19.97 $19.97 $30.02 $30.02 $30.02 $30.02
## JOB DESCRIPTION

### Ironworker

### ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

### WAGES

<table>
<thead>
<tr>
<th>PER HOUR:</th>
<th>07/01/2018</th>
<th>01/01/2019</th>
<th>07/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ornamental</td>
<td>$44.65</td>
<td>$1.25/hr.</td>
<td></td>
</tr>
<tr>
<td>Chain Link Fence</td>
<td>44.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guide Rail</td>
<td>44.65</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: $54.05

### OVERTIME PAY

See (B, B1, E2, Q, V) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$41.37</td>
</tr>
<tr>
<td>2nd Term</td>
<td>42.67</td>
</tr>
<tr>
<td>3rd Term</td>
<td>43.91</td>
</tr>
<tr>
<td>4th Term</td>
<td>46.44</td>
</tr>
<tr>
<td>5th Term</td>
<td>48.98</td>
</tr>
</tbody>
</table>

4-580-Or

---

## JOB DESCRIPTION

### Ironworker

### ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

### WAGES

### PER HOUR:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>01/01/2019</th>
<th>07/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworker:</td>
<td></td>
<td></td>
<td>Additional</td>
</tr>
<tr>
<td>Structural</td>
<td>$50.70</td>
<td>$51.05</td>
<td>$1.93/Hr.</td>
</tr>
<tr>
<td>Bridges</td>
<td></td>
<td></td>
<td>to be allocated</td>
</tr>
<tr>
<td>Machinery</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL BENEFITS

### PER HOUR:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeymen</td>
<td>$73.93</td>
<td>$77.40</td>
</tr>
</tbody>
</table>

### OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd - 6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.44</td>
<td>$22.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.04</td>
<td>$27.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.65</td>
<td>$27.83</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Supplemental Benefits

PER HOUR:

All Terms

52.68

53.60

Ironworker

JOB DESCRIPTION  Ironworker

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

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

WAGES

Per hour:

07/01/2018

07/01/2019

Reinforcing & Metal Lathing

$2.00/Hr.  

$56.28  

to be Allocated

"Basic" Wage

$54.65**

**Overtime to be calculated on "Basic" wage

SUPPLEMENTAL BENEFITS

Per hour:

$35.30

Reinforcing & Metal Lathing

OVERTIME PAY

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

*Only $22.00 per Hour for non worked hours

HOLIDAY

Paid:  See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

1st term  2nd term  3rd term  4th Term

$26.38  $30.38  $35.38  $37.38

SUPPLEMENTAL BENIFITS

Per Hour:

1st term  2nd term  3rd term  4th Term

$15.37  $17.37  $19.33  $20.33

Laborer - Building

JOB DESCRIPTION  Laborer - Building

ENTIRE COUNTIES
Putnam, Westchester

WAGES

07/01/2018

Laborer

$38.95

Laborer - Asbestos & Hazardous Materials Removal

$40.60*

* Abatement/Removal of:
- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.
SUPPLEMENTAL BENEFITS
Per hour: 07/01/2018
Journeyworker $25.75

OVERTIME PAY
See (B, E, E2, Q, *V) on OVERTIME PAGE
*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

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

REGISTERED APPRENTICES
LABORER ONLY
Hourly terms at the following wage:

<table>
<thead>
<tr>
<th>Level</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>$23.18</td>
<td>$27.10</td>
<td>$30.68</td>
<td>$37.00</td>
<td>$38.95</td>
</tr>
<tr>
<td>1001-2000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2001-3000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3001-4000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4001+</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices
- Level A $12.30
- Level B 14.95
- Level C 17.80
- Level D 17.95
- Level E 25.75

Laborer - Heavy & Highway 06/01/2019

JOB DESCRIPTION Laborer - Heavy & Highway

ENTIRE COUNTIES
Putnam, Westchester

WAGES
**PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES**

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/Asphalt Screedman/Raker, Bar Person.


GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.


GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

Wages:(per hour) 07/01/2018 03/31/2019

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2018</th>
<th>03/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP I</td>
<td>$42.17*</td>
<td>$43.28*</td>
</tr>
<tr>
<td>GROUP II</td>
<td>40.82*</td>
<td>41.93*</td>
</tr>
<tr>
<td>GROUP III</td>
<td>40.42*</td>
<td>41.53*</td>
</tr>
<tr>
<td>GROUP IV</td>
<td>40.07*</td>
<td>41.18*</td>
</tr>
<tr>
<td>GROUP V</td>
<td>39.72*</td>
<td>40.83*</td>
</tr>
<tr>
<td>GROUP VIA</td>
<td>41.72*</td>
<td>42.83*</td>
</tr>
<tr>
<td>Operator Qualified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Mechanic</td>
<td>52.17*</td>
<td>53.28*</td>
</tr>
<tr>
<td>Flagperson</td>
<td>33.37*</td>
<td>34.48*</td>
</tr>
</tbody>
</table>
*NOTE: To calculate overtime premiums, deduct $0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:
First 40 Hours
   Per Hour $ 22.38 $23.32
Over 40 Hours
   Per Hour 16.78 17.42

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

HOLIDAY
Paid:   See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
       For Holiday Overtime: 8, 9, 15, 25 - Code 'R' applies

REGISTERED APPRENTICES

<table>
<thead>
<tr>
<th></th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1000hrs</td>
<td>07/01/18</td>
<td>$22.65</td>
<td>$26.72</td>
<td>$30.79</td>
</tr>
<tr>
<td>1001-2000hrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2001-3000hrs</td>
<td>03/31/19</td>
<td>$23.26</td>
<td>$27.44</td>
<td>$31.62</td>
</tr>
<tr>
<td>3001-4000hrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:
1st term   $3.85  - After 40 hours: $3.60
2nd term   $3.95  - After 40 hours: $3.60
3rd term   $4.45  - After 40 hours: $4.00
4th term   $5.00  - After 40 hours: $4.50

WAGE: (per hour)

<table>
<thead>
<tr>
<th></th>
<th>07/01/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>$48.05</td>
</tr>
<tr>
<td>Class 2</td>
<td>$50.20</td>
</tr>
<tr>
<td>Class 4</td>
<td>$56.60</td>
</tr>
</tbody>
</table>

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

SHIFT DIFFERENTIAL: On all Government mandated irregular shift work, Employee shall be paid at time and one half the regular rate Monday through Friday.
Saturday shall be paid at 1.65 times the regular rate.
Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman $ 29.50 on straight hours

* $ 44.25

*This benefit rate is applicable on overtime, irregular shift work, Saturday, Sunday and Holiday hours.

OVERTIME PAY
See (B, E, P, *X) on OVERTIME PAGE
*Applicable to Paid Holidays not worked.

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (*16) on HOLIDAY PAGE
* Double rate and benefits if worked

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%

** 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.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

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

Journeyman $ 23.40  $ 24.15  $ 24.90
*plus 6.75% of  *plus 6.75% of  *plus 6.75% of
*The 6.75% 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 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2018</th>
<th>05/06/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$31.87</td>
<td>$32.89</td>
<td>$33.91</td>
</tr>
<tr>
<td>2nd</td>
<td>34.52</td>
<td>35.63</td>
<td>36.73</td>
</tr>
<tr>
<td>3rd</td>
<td>37.18</td>
<td>38.37</td>
<td>39.56</td>
</tr>
<tr>
<td>4th</td>
<td>39.83</td>
<td>41.11</td>
<td>42.38</td>
</tr>
<tr>
<td>5th</td>
<td>42.49</td>
<td>43.85</td>
<td>45.21</td>
</tr>
<tr>
<td>6th</td>
<td>45.14</td>
<td>46.59</td>
<td>48.03</td>
</tr>
<tr>
<td>7th</td>
<td>47.80</td>
<td>49.33</td>
<td>50.86</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS:** Same as Journeyman

```
6-1249aWest
```

**Lineman Electrician - Teledata**

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Lineman Electrician - Teledata</th>
<th>DISTRICT 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAGES</td>
<td>For outside work, stopping at first point of attachment (demarcation).</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>07/01/2018</td>
<td>01/01/2019</td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>$31.83</td>
<td>$32.78</td>
</tr>
<tr>
<td>Installer, Repairman</td>
<td>30.21</td>
<td>31.12</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>30.21</td>
<td>31.12</td>
</tr>
<tr>
<td>Tech., Equip. Operator</td>
<td>30.21</td>
<td>31.12</td>
</tr>
<tr>
<td>Groundman</td>
<td>16.01</td>
<td>16.49</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>SHIFT</th>
<th>REGULAR RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>REGULAR RATE PLUS 10%</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>REGULAR RATE PLUS 15%</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Per hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$4.73</td>
</tr>
</tbody>
</table>

*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

JOB DESCRIPTION
Lineman Electrician - Traffic Signal, Lighting

ENTIRE COUNTIES
Westchester

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

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

A flagger's duties shall consist of traffic control only.
(Ref #14.01.03)

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>05/06/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Technician</td>
<td>$48.71</td>
<td>$50.16</td>
<td>$51.61</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>$48.71</td>
<td>50.16</td>
<td>51.61</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>$51.15</td>
<td>$52.67</td>
<td>$54.19</td>
</tr>
<tr>
<td>Digging Machine</td>
<td>$43.84</td>
<td>$45.14</td>
<td>$46.45</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>$41.40</td>
<td>$42.64</td>
<td>$43.87</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>$38.97</td>
<td>$40.13</td>
<td>$41.29</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>$38.97</td>
<td>$40.13</td>
<td>$41.29</td>
</tr>
<tr>
<td>Flagman</td>
<td>$29.23</td>
<td>$30.10</td>
<td>$30.97</td>
</tr>
</tbody>
</table>

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems, and the installation of Fiber Optic Cable.

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:

<table>
<thead>
<tr>
<th>SHIFT</th>
<th>HOURS</th>
<th>RATE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST</td>
<td>8:00 AM TO 4:30 PM</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2ND</td>
<td>4:30 PM TO 1:00 AM</td>
<td>REGULAR RATE PLUS 17.3%</td>
</tr>
<tr>
<td>3RD</td>
<td>12:30 AM TO 9:00 AM</td>
<td>REGULAR RATE PLUS 31.4%</td>
</tr>
</tbody>
</table>

** 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.
*Effective 05/06/2013, 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):

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$23.40</td>
</tr>
<tr>
<td></td>
<td>*plus 6.75% of hourly wage</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$24.15</td>
</tr>
<tr>
<td></td>
<td>*plus 6.75% of hourly wage</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$24.90</td>
</tr>
<tr>
<td></td>
<td>*plus 6.75% of hourly wage</td>
</tr>
</tbody>
</table>
*The 6.75% is based on the hourly wage paid, straight time rate or premium rate. Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.
NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2018</th>
<th>05/06/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st  term</td>
<td>$ 29.23</td>
<td>$ 30.10</td>
<td>$ 30.97</td>
</tr>
<tr>
<td>2nd term</td>
<td>31.66</td>
<td>32.60</td>
<td>33.55</td>
</tr>
<tr>
<td>3rd term</td>
<td>34.10</td>
<td>35.11</td>
<td>36.13</td>
</tr>
<tr>
<td>4th term</td>
<td>36.53</td>
<td>37.62</td>
<td>38.71</td>
</tr>
<tr>
<td>5th term</td>
<td>38.97</td>
<td>40.13</td>
<td>41.29</td>
</tr>
<tr>
<td>6th term</td>
<td>41.40</td>
<td>42.64</td>
<td>43.87</td>
</tr>
<tr>
<td>7th term</td>
<td>43.84</td>
<td>45.14</td>
<td>46.45</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman 6-1249aWestLT

Mason - Building 06/01/2019

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES Nassau, Rockland, Suffolk, Westchester

WAGES Per hour: 07/01/2018

| Tile Setters | $ 56.13 |

SUPPLEMENTAL BENEFITS Per Hour:

| $ 33.29 |

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

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

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

HOLIDAY Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251</td>
<td></td>
</tr>
<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
<td></td>
</tr>
<tr>
<td>$29.13</td>
<td>$33.57</td>
<td>$36.69</td>
<td>$40.13</td>
<td>$43.77</td>
<td>$47.22</td>
<td>$50.15</td>
<td>$53.93</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>15.70</td>
<td>15.75</td>
<td>17.70</td>
<td>18.15</td>
<td>18.98</td>
<td>20.03</td>
<td>21.57</td>
</tr>
</tbody>
</table>

9-7/52A
JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$41.46</td>
<td>$42.09</td>
</tr>
<tr>
<td>Cement Mason Bldg</td>
<td>41.46</td>
<td>42.09</td>
</tr>
<tr>
<td>Plasterer/Stone Mason</td>
<td>41.46</td>
<td>42.09</td>
</tr>
<tr>
<td>Pointer/Caulker</td>
<td>41.46</td>
<td>42.09</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:
- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$34.08</td>
<td>$35.20</td>
</tr>
</tbody>
</table>

OVERTIME PAY

OVERTIME:
- Cement Mason: See (B, E, Q, W) on OVERTIME PAGE.
- All Others: See (B, E, Q) on OVERTIME PAGE.

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b
Mosaic & Terrazzo Finisher $ 50.86

**SUPPLEMENTAL BENEFITS**
Per hour:

Mosaic & Terrazzo Mechanic $ 34.06
Mosaic & Terrazzo Finisher $ 34.04

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

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

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

**REGISTERED APPRENTICES**
Wages per hour:
(750 Hour) terms at the following wage rate.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>$26.23</td>
<td>$28.85</td>
<td>$31.48</td>
<td>$34.10</td>
<td>$36.72</td>
<td>$39.35</td>
<td>$44.59</td>
<td>$49.84</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>$17.05</td>
<td>$18.74</td>
<td>$20.43</td>
<td>$22.15</td>
<td>$23.85</td>
<td>$25.55</td>
<td>$28.96</td>
<td>$32.37</td>
</tr>
</tbody>
</table>

**Mason - Building**

**JOB DESCRIPTION** Mason - Building

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2018

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc $ 40.99

**SUPPLEMENTAL BENEFITS**
Per Hour:
Journeyworker:

Building-Marble Restoration:
Marble, Stone & Polisher $ 26.59

**OVERTIME PAY**
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**
WAGES per hour:

2701 hour term at the following wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>900</td>
<td>1800</td>
<td>2700</td>
<td></td>
</tr>
<tr>
<td>901-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1801-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2701</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

07/01/2018 $28.63 $32.75 $36.87 $40.99

Supplemental Benefits Per Hour:

07/01/2018
Mason - Building

06/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

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

WAGES
Wages: 07/01/2018
Marble Cutters & Setters $58.63

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker $36.12

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

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

REGISTERED APPRENTICES
Wage Per Hour:

7500 hour terms at the following wage.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
<td>6001-</td>
<td>6751-</td>
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<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5200</td>
<td>6000</td>
<td>6751</td>
<td>7500</td>
</tr>
</tbody>
</table>

07/01/2018
$23.34 $26.29 $29.22 $32.16 $35.11 $38.05 $40.98 $43.93 $49.82 $55.68

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25.69</td>
<td>$26.55</td>
<td>$27.44</td>
<td>$28.30</td>
<td>$29.16</td>
<td>$30.03</td>
<td>$30.91</td>
<td>$31.77</td>
<td>$33.50</td>
<td>$35.26</td>
</tr>
</tbody>
</table>

9-7/4

Mason - Building

06/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2018
Tile Finisher $43.36

SUPPLEMENTAL BENEFITS
Per Hour:

$28.99

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

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

9-7/88A-tf

Mason - Building

06/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
WAGES
Per hour: 07/01/2018

Marble, Stone, etc.
Maintenance Finishers: $ 22.77

Note 1: An additional $2.00 per hour for time spent grinding floor using “60 grit” and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone, etc
Maintenance Finishers: $ 13.24

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:
(750 hour) terms at the 07/01/2018
following percentage of journeyman's wage rate:

1st term $15.90
2nd term $16.82
3rd term $17.73
4th term $18.65
5th term $20.02
6th term $21.85
7th term $22.77

Supplemental Benefits:
Per hour:

1st term $ 13.14
2nd term $ 13.15
3rd term $ 13.17
4th term $ 13.18
5th term $ 13.20
6th term $ 13.20
7th term $ 13.24

Supplemental Benefits: Journeymen: $33.93
OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway 06/01/2019

JOB DESCRIPTION Mason - Heavy&Highway

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$41.96</td>
<td>$42.59</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>41.96</td>
<td>42.59</td>
</tr>
<tr>
<td>Marble/Stone Mason</td>
<td>41.96</td>
<td>42.59</td>
</tr>
<tr>
<td>Plasterer</td>
<td>41.96</td>
<td>42.59</td>
</tr>
<tr>
<td>Pointer/Caulker</td>
<td>41.96</td>
<td>42.59</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium
Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman $33.88 $34.99

OVERTIME PAY
Cement Mason See (B, E, Q, W, X)
All Others See (B, E, Q, X)

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyman’s wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

Apprentices indentured before June 1st, 2011 receive full journeyman benefits
JOB DESCRIPTION Operating Engineer - Building

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE: Construction surveying
Party chief—One who directs a survey party
Instrument Man—One who runs the instrument and assists Party Chief.
Rodman—One who holds the rod and assists the Survey Crew

Wages: (Per Hour) 07/01/2018

Building Construction:
Party Chief $ 72.87
Instrument Man $ 58.07
Rodman $ 39.85

Steel Erection:
Party Chief $ 73.48
Instrument Man $ 58.64
Rodman $ 41.31

Heavy Construction-NYC counties only: (Foundation, Excavation.)
Party Chief $ 78.61
Instrument man $ 59.45
Rodman $ 50.93

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2018

Building Construction & Steel
$21.85* + 6.90

Heavy Construction
$22.10* + 6.90

* This portion subject to same premium as wages

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

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

JOB DESCRIPTION Operating Engineer - Building 06/01/2019

ENTIRE COUNTIES Operating Engineer - Building
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I:
Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.
Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator,Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.


GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-B: Utility Man, Warehouse Man.

**WAGES: (per hour)**

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GROUP I</strong></td>
<td>Cranes- up to 49 tons</td>
<td>$61.70</td>
</tr>
<tr>
<td></td>
<td>Cranes- 50 tons to 99 tons</td>
<td>63.86</td>
</tr>
<tr>
<td></td>
<td>Cranes- 100 tons and over</td>
<td>72.99</td>
</tr>
<tr>
<td>GROUP I-A</td>
<td></td>
<td>53.95</td>
</tr>
<tr>
<td>GROUP I-B</td>
<td></td>
<td>49.68</td>
</tr>
<tr>
<td>GROUP II</td>
<td></td>
<td>52.03</td>
</tr>
<tr>
<td>GROUP III-A</td>
<td></td>
<td>50.11</td>
</tr>
<tr>
<td>GROUP III-B</td>
<td></td>
<td>47.67</td>
</tr>
<tr>
<td>GROUP IV-A</td>
<td></td>
<td>49.60</td>
</tr>
<tr>
<td>GROUP IV-B</td>
<td></td>
<td>41.85</td>
</tr>
<tr>
<td>GROUP V</td>
<td></td>
<td>45.17</td>
</tr>
<tr>
<td>GROUP VI-A</td>
<td></td>
<td>52.96</td>
</tr>
<tr>
<td>GROUP VI-B</td>
<td>Utility Man</td>
<td>42.83</td>
</tr>
<tr>
<td></td>
<td>Warehouse Man</td>
<td>44.92</td>
</tr>
</tbody>
</table>

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional $1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional $1.00 per hour.
Journeyworker

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>$ 28.52</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

OVERTIME: See (B, E, P, R, V) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

---

Operating Engineer - Heavy&Highway

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

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under), Vibratory Roller (Riding), Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheep's Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanic's Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welder's Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

**WAGES: Per hour:**

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2018</th>
<th>03/04/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I</td>
<td>$ 59.75</td>
<td>$ 61.03</td>
<td>$ 62.38</td>
</tr>
<tr>
<td>Group I-A</td>
<td>52.71</td>
<td>53.80</td>
<td>54.95</td>
</tr>
<tr>
<td>Group I-B</td>
<td>55.52</td>
<td>56.69</td>
<td>57.92</td>
</tr>
<tr>
<td>Group II-A</td>
<td>50.49</td>
<td>51.52</td>
<td>52.61</td>
</tr>
<tr>
<td>Group II-B</td>
<td>52.06</td>
<td>53.13</td>
<td>54.26</td>
</tr>
<tr>
<td>Group III</td>
<td>49.61</td>
<td>50.61</td>
<td>51.68</td>
</tr>
</tbody>
</table>
SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity $0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity $1.00 per hour over the rate listed in the Wage Schedule.

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:

<table>
<thead>
<tr>
<th>Date</th>
<th>$21.55</th>
<th>$22.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/04/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/02/2020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLUS $8.00 for first 40 hours worked.

OVERTIME PAY
See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY
Paid:........ See ( 5, 6, 8, 9, 15, 25 ) on HOLIDAY PAGE
Overtime:.... See ( 5, 6, 8, 9, 15, 25 ) on OVERTIME PAGE

* For Holiday codes 8,9,15,25 code R applies
** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rate.

<table>
<thead>
<tr>
<th>Date</th>
<th>$27.48</th>
<th>$28.47</th>
<th>$29.46</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>03/04/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/02/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices:

<table>
<thead>
<tr>
<th>Date</th>
<th>$22.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td></td>
</tr>
<tr>
<td>03/04/2019</td>
<td></td>
</tr>
<tr>
<td>03/02/2020</td>
<td></td>
</tr>
</tbody>
</table>

8-137HH

Operating Engineer - Heavy&Highway

JOB DESCRIPTION Operating Engineer - Heavy&Highway

ENTIRE COUNTIES Putnam, Westchester
PARTIAL COUNTIES
Dutchess: South of the North city line of Poughkeepsie

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the Survey Crew
Catorgories cover GPS & Underground Surveying

Per Hour: 07/01/2018

Party Chief $ 75.94
Instrument Man 57.30
Rodman 48.99

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2018

All Catorgories
Straight Time: $ 22.10* plus $6.90
Premium:
Time & 1/2 $ 33.15* plus $6.90
Double Time $ 44.20* plus $6.90

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on all hours in excess of 8 hours on Saturday

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

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel 06/01/2019

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Truck-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under), Vibratory Roller(riding), Welder.

GROUP II-B: Mechanic(outside)all types.
GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheep's Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck).

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater), Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>03/04/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP I</td>
<td>59.75</td>
<td>61.03</td>
<td>62.38</td>
</tr>
<tr>
<td>GROUP I-A</td>
<td>52.71</td>
<td>53.80</td>
<td>54.95</td>
</tr>
<tr>
<td>GROUP I-B</td>
<td>55.52</td>
<td>56.69</td>
<td>57.92</td>
</tr>
<tr>
<td>GROUP II-A</td>
<td>50.49</td>
<td>51.52</td>
<td>52.61</td>
</tr>
<tr>
<td>GROUP II-B</td>
<td>52.06</td>
<td>53.13</td>
<td>54.26</td>
</tr>
<tr>
<td>GROUP III</td>
<td>49.61</td>
<td>50.61</td>
<td>51.68</td>
</tr>
<tr>
<td>GROUP IV-A</td>
<td>45.12</td>
<td>46.00</td>
<td>46.93</td>
</tr>
<tr>
<td>GROUP IV-B</td>
<td>38.78</td>
<td>39.49</td>
<td>40.24</td>
</tr>
<tr>
<td>GROUP V-A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer-Cranes</td>
<td>67.64</td>
<td>69.14</td>
<td>70.72</td>
</tr>
<tr>
<td>Engineer-Pile Driver</td>
<td>65.33</td>
<td>66.77</td>
<td>68.27</td>
</tr>
<tr>
<td>Hoist Engineer</td>
<td>61.28</td>
<td>62.61</td>
<td>64.00</td>
</tr>
<tr>
<td>Jersey Spreader</td>
<td>51.65</td>
<td>52.71</td>
<td>53.83</td>
</tr>
<tr>
<td>Pavement Breaker</td>
<td>51.65</td>
<td>52.71</td>
<td>53.83</td>
</tr>
<tr>
<td>Post Hole Digger</td>
<td>51.65</td>
<td>52.71</td>
<td>53.83</td>
</tr>
</tbody>
</table>

SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive $0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional $1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional $0.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>03/04/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 20.85</td>
<td></td>
<td>$ 21.55</td>
<td>$ 22.50</td>
</tr>
<tr>
<td>+ $ 8.00</td>
<td>(Limited to 40 hours)</td>
<td>+ $ 8.00 (Limited to 40 hours)</td>
<td>+ $ 8.00 (Limited to 40 hours)</td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
* Note: For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1) year terms at the following rates:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2018</th>
<th>03/04/2019</th>
<th>03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 24.81</td>
<td>$ 25.31</td>
<td>$ 25.84</td>
</tr>
<tr>
<td>2nd term</td>
<td>29.77</td>
<td>30.37</td>
<td>31.01</td>
</tr>
</tbody>
</table>
3rd term  34.73  35.43  36.18
4th term  39.69  40.49  41.34

Supplemental Benefits per hour:

| Date       | Benefit | Amount  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>All terms</td>
<td>$20.85</td>
</tr>
<tr>
<td>03/04/2019</td>
<td></td>
<td>$21.55</td>
</tr>
<tr>
<td>03/02/2020</td>
<td></td>
<td>$22.50</td>
</tr>
</tbody>
</table>

Operating Engineer - Marine Dredging 06/01/2019

JOB DESCRIPTION  Operating Engineer - Marine Dredging

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

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

Per Hour:

DREDGING OPERATIONS
CLASS A
Operator, Leverman, Lead Dredgeman
CLASS A1
Dozer, Front Loader Operator
To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.

CLASS B
Barge Operator $33.02
Spider/Spill
Tug Operator (over 1000hp), Operator II, Fill Placer,
Derrick Operator, Engineer, Chief Mate, Electrician,
Chief Welder, Maintenance Engineer

Certified Welder, Boat Operator (licensed) $31.09

CLASS C
Drag Barge Operator, Steward, Mate, Assistant Fill Placer,
Welder (please add) $0.06

Boat Operator $29.26

CLASS D
Shoreman, Deckhand, Rodman, Scowman, Cook,
Messman, Porter/Janitor $24.30

Oiler (please add) $0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

<table>
<thead>
<tr>
<th>Date</th>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>All Classes A &amp; B</td>
<td>$11.23 plus 8% of straight time</td>
</tr>
</tbody>
</table>
wage, Overtime hours
add $ 0.63

All Class C
$10.93 plus 8%
of straight time
wage, Overtime hours
add $ 0.48

Overtime Pay
See (B, F, R) on OVERTIME PAGE

Holiday
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Operating Engineer - Survey Crew - Consulting Engineer 06/01/2019

Job Description: Operating Engineer - Survey Crew - Consulting Engineer
District: 9

Entire Counties:
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

Partial Counties:
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

Wages:
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2018
Survey Classifications

Party Chief $ 43.10
Instrument Man 36.01
Rodman 31.54

Supplemental Benefits
Per Hour:
All Crew Members: $ 18.50

Overtime Pay
OVERTIME: See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

Holiday
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Painter 06/01/2019

Job Description: Painter
District: 8

Entire Counties:
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

Wages:
Per hour: 07/01/2018

Brush $ 46.85*

Abatement/Removal of lead based or lead containing paint on materials to be repainted.

4-25a-MarDredge
9-15dconsult
Spray & Scaffold $ 49.85*
Fire Escape 49.85*
Decorator 49.85*
Paperhanger/Wall Coverer 50.03*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS
Per hour: 07/01/2018

Paperhanger $ 28.19
All others 26.72
Premium 29.22**

**Applies only to "All others" category, not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour: 07/01/2018
Appr 1st term... $ 17.85*
Appr 2nd term... 23.26*
Appr 3rd term... 28.14*
Appr 4th term... 37.52*

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:
Per Hour: 07/01/2018
Appr 1st term... $ 13.81
Appr 2nd term... 16.82
Appr 3rd term... 19.42
Appr 4th term... 24.56

8-NYDC9-B/S

Painter

JOB DESCRIPTION Painter

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern Blvd. At Northern Blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES
Per hour: 07/01/2018
Drywall Taper $ 46.85*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS
Per hour: 07/01/2018
Journeymen $ 26.72

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
### Painter - Bridge & Structural Steel

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT** 8

**ENTIRE COUNTIES**

**WAGES**

**Per Hour:**

<table>
<thead>
<tr>
<th>STEEL: Bridge Painting:</th>
<th>07/01/2018</th>
<th>10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 49.50</td>
<td>$ 49.50</td>
</tr>
<tr>
<td></td>
<td>+ 6.38*</td>
<td>+ 6.38*</td>
</tr>
</tbody>
</table>

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

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

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

**SUPPLEMENTAL BENEFITS**

**Per Hour:**

<table>
<thead>
<tr>
<th>Journeyworker:</th>
<th>07/01/2018</th>
<th>10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 8.25</td>
<td>$ 9.50</td>
</tr>
<tr>
<td></td>
<td>+ 24.35*</td>
<td>+ 26.05*</td>
</tr>
</tbody>
</table>

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

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

**Wage - Per hour:**

<table>
<thead>
<tr>
<th>Apprentices: (1) year terms</th>
<th>07/01/2018</th>
<th>10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$ 22.65</td>
<td>$ 23.13</td>
</tr>
</tbody>
</table>
### Painter - Line Striping

**JOB DESCRIPTION**  
Painter - Line Striping  

**DISTRICT** 8  

**ENTIRE COUNTIES**  

**WAGES**  
Per hour:  

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painter (Striping-Highway)</td>
<td>$ 29.93</td>
<td>$ 29.93</td>
</tr>
<tr>
<td>Lineman Thermoplastic</td>
<td>$ 36.06</td>
<td>$ 36.06</td>
</tr>
</tbody>
</table>

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

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

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

**SUPPLEMENTAL BENEFITS**  
Per hour paid:  

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$ 7.44</td>
<td>$ 7.44</td>
</tr>
<tr>
<td>Striping-Machine operator</td>
<td>$ 7.44</td>
<td>$ 7.44</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 11.97</td>
<td>$ 11.97</td>
</tr>
<tr>
<td>2nd term</td>
<td>17.96</td>
<td>17.96</td>
</tr>
<tr>
<td>3rd term</td>
<td>23.94</td>
<td>23.94</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:  

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 7.44</td>
<td>$ 7.44</td>
</tr>
<tr>
<td>2nd term</td>
<td>7.44</td>
<td>7.44</td>
</tr>
<tr>
<td>3rd term</td>
<td>7.44</td>
<td>7.44</td>
</tr>
</tbody>
</table>

### WAGES

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>Metal Polisher $30.58</td>
</tr>
<tr>
<td>07/01/2018</td>
<td>Metal Polisher* $31.53</td>
</tr>
<tr>
<td>07/01/2018</td>
<td>Metal Polisher** $34.08</td>
</tr>
</tbody>
</table>

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

### SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Date</th>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>Journeyworker: $7.72 All classification</td>
</tr>
</tbody>
</table>

### 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate 2018</th>
<th>Rate 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$13.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>2nd year</td>
<td>13.00</td>
<td>15.00</td>
</tr>
<tr>
<td>3rd year</td>
<td>15.75</td>
<td>15.75</td>
</tr>
<tr>
<td>1st year*</td>
<td>$15.39</td>
<td>$17.39</td>
</tr>
<tr>
<td>2nd year*</td>
<td>15.44</td>
<td>17.44</td>
</tr>
<tr>
<td>3rd year*</td>
<td>16.29</td>
<td>18.29</td>
</tr>
<tr>
<td>1st year**</td>
<td>$17.50</td>
<td>19.50</td>
</tr>
<tr>
<td>2nd year**</td>
<td>17.50</td>
<td>19.50</td>
</tr>
<tr>
<td>3rd year**</td>
<td>18.25</td>
<td>20.25</td>
</tr>
</tbody>
</table>

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate 2018</th>
<th>Rate 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$5.52</td>
<td>$5.52</td>
</tr>
<tr>
<td>2nd year</td>
<td>5.52</td>
<td>5.52</td>
</tr>
<tr>
<td>3rd year</td>
<td>5.52</td>
<td>5.52</td>
</tr>
</tbody>
</table>

### JOB DESCRIPTION

**Plumber**

**District:** 8

**Entire Counties:** Putnam, Westchester

### WAGES

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>Plumber and Steamfitter $55.66</td>
</tr>
</tbody>
</table>

### SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker $ 34.11

### OVERTIME PAY

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

OVERTIME... See on OVERTIME PAGE.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term $ 20.59
2nd Term 23.65
3rd Term 27.29
4th Term 39.05
5th Term 41.91

Supplemental Benefits per hour:

1st term $ 14.24
2nd term 15.85
3rd term 18.90
4th term 24.74
5th term 26.20

8-21.1-ST

---

**Plumber - HVAC / Service 06/01/2019**

**JOB DESCRIPTION** Plumber - HVAC / Service

**ENTIRE COUNTIES** Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

- Delaware: Only the townships of Middletown and Roxbury
- Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2018

HVAC Service $ 38.18  
+ $ 4.32*

*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2018

Journeyworker HVAC Service $ 22.44

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**
HVAC SERVICE

(1) year terms at the following wages:

07/01/2018

<table>
<thead>
<tr>
<th>Year</th>
<th>1st yr.</th>
<th>2nd yr.</th>
<th>3rd yr.</th>
<th>4th yr.</th>
<th>5th yr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$17.37</td>
<td>$20.50</td>
<td>$25.69</td>
<td>$31.56</td>
<td>$38.18</td>
</tr>
<tr>
<td>Notes</td>
<td>+$2.37*</td>
<td>+$2.67*</td>
<td>+$3.22*</td>
<td>+$3.84*</td>
<td>+$4.07*</td>
</tr>
</tbody>
</table>

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>07/01/2018</th>
<th>1st term</th>
<th>17.82</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2nd term</td>
<td>18.61</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3rd term</td>
<td>19.54</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4th term</td>
<td>20.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5th term</td>
<td>21.63</td>
<td></td>
</tr>
</tbody>
</table>

Plumber - Jobbing & Alterations

JOB DESCRIPTION  
Plumber - Jobbing & Alterations  
Dutchess, Putnam, Westchester

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:  
07/01/2018

Journeyworker:  
$43.15

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

$28.84

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

<table>
<thead>
<tr>
<th>Year</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$18.84</td>
</tr>
<tr>
<td>2nd year</td>
<td>20.88</td>
</tr>
<tr>
<td>3rd year</td>
<td>22.51</td>
</tr>
<tr>
<td>4th year</td>
<td>31.68</td>
</tr>
<tr>
<td>5th year</td>
<td>33.42</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:
Roofer

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$9.13</td>
</tr>
<tr>
<td>2nd</td>
<td>10.82</td>
</tr>
<tr>
<td>3rd</td>
<td>14.45</td>
</tr>
<tr>
<td>4th</td>
<td>19.45</td>
</tr>
<tr>
<td>5th</td>
<td>21.20</td>
</tr>
</tbody>
</table>

**JOB DESCRIPTION** Roofer

**ENTIRE COUNTRIES**
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

**Per Hour:** 07/01/2018

Roofer/Waterproofer $49.50

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

**Per Hour:** $26.37

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

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

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

**REGISTERED APPRENTICES**

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-yr</td>
<td>$14.88</td>
<td>$24.75</td>
<td>$29.70</td>
<td>$37.14</td>
</tr>
</tbody>
</table>

Supplements:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-yr</td>
<td>$3.30</td>
<td>$13.21</td>
<td>$15.84</td>
<td>$19.79</td>
</tr>
</tbody>
</table>

Sheetmetal Worker

**JOB DESCRIPTION** Sheetmetal Worker

**ENTIRE COUNTRIES**
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

**Per Hour:** 07/01/2018

SheetMetal Worker $43.70

**SHIFT WORK**
For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker $41.42

**OVERTIME PAY**
See (B, E, Q,) on OVERTIME PAGE.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-yr</td>
<td>$16.18</td>
<td>$18.20</td>
<td>$20.23</td>
<td>$22.25</td>
<td>$24.27</td>
<td>$26.30</td>
<td>$28.80</td>
<td>$31.29</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices
1st term $ 17.86
2nd term 20.09
3rd term 22.31
4th term 24.58
5th term 26.79
6th term 29.02
7th term 30.77
8th term 32.55

Sheetmetal Worker

JOB DESCRIPTION Sheetmetal Worker
DISTRICT 4

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

WAGES
Per Hour: 07/01/2018 08/01/2018

Sign Erector $ 47.67 Additional $1.95/hr.

NOTE: Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2018 08/01/2018

Sign Erector $ 44.44 Additional $1.64/hr

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
6 month Terms at the following percentage of Sign Erectors wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>35%</td>
<td>40%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$13.11</td>
<td>$14.85</td>
<td>$16.59</td>
<td>$18.34</td>
<td>$25.56</td>
<td>$27.80</td>
<td>$30.76</td>
<td>$33.07</td>
<td>$35.36</td>
<td>$37.65</td>
</tr>
</tbody>
</table>

Sprinkler Fitter

JOB DESCRIPTION Sprinkler Fitter
DISTRICT 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprinkler</td>
<td>$ 45.42</td>
<td>45.42</td>
</tr>
</tbody>
</table>

Journeyman $ 23.42 $ 23.97

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

For Apprentices HIRED ON OR AFTER 04/01/2010:
One Half Year terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9.05</td>
<td>$9.11</td>
<td>$17.24</td>
<td>$17.30</td>
<td>$17.86</td>
<td>$17.92</td>
<td>$17.98</td>
<td>$18.03</td>
<td>$18.09</td>
<td>$18.15</td>
<td></td>
</tr>
</tbody>
</table>

For Apprentices HIRED ON OR AFTER 04/01/2013:
One Half Year terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8.27</td>
<td>$8.27</td>
<td>$17.24</td>
<td>$17.24</td>
<td>$17.49</td>
<td>$17.49</td>
<td>$17.49</td>
<td>$17.49</td>
<td>$17.49</td>
<td>$17.49</td>
<td>1-669.2</td>
</tr>
</tbody>
</table>

Teamster - Building / Heavy&Highway

JOB DESCRIPTION
Teamster - Building / Heavy&Highway

ENTIRE COUNTIES
Putnam, Westchester

WAGES
GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).
GROUP BB: Tri-Axle, 14 Wheeler
GROUP C: Low Boy (carrying equipment).
GROUP D: Fuel Trucks, Tire Trucks.
GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.
GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.
GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.
GROUP H: Off-road Equipment (under 40 tons), Euclid.
GROUP HH: Off-road Equipment (under 40 tons) D.J.B.
GROUP I: Off-road Equipment (under 40 tons) Darts.
GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour) 07/01/2018

GROUP A $40.92*
GROUP B 41.54*
GROUP BB 41.04*
GROUP C 43.67*
GROUP D 41.37*
GROUP E 41.92*
GROUP F 42.92*
GROUP G 41.67*
GROUP H 42.29*
GROUP HH 42.67*
GROUP I 42.42*
GROUP II 42.79*
To calculate premium wage, subtract $.20 from the hourly wage.

Note: Fuel truck operators on construction sites add $5.00 per day.
For work on hazardous/toxic waste site add 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of fifteen (15%) percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

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:
Journeyworker

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First 40 hours</td>
<td>$29.42</td>
</tr>
<tr>
<td>41st-45th hours</td>
<td>13.38</td>
</tr>
<tr>
<td>Over 45 hours</td>
<td>0.25</td>
</tr>
</tbody>
</table>

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

OVERTIME PAY
See (B, E, P, R) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Welder

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>DISTRICT</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welder</td>
<td>1</td>
<td>06/01/2019</td>
</tr>
</tbody>
</table>

ENTIRE COUNTIES

WAGES
Per hour 07/01/2018

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, if worked
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.

Triple the hourly rate for Holidays, if worked

Four times the hourly rate for Holidays, if worked

Including benefits at SAME PREMIUM as shown for overtime

Time and one half for benefits on all overtime hours.

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
### 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**

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>☐ Contracting Agency</th>
<th>☐ Architect or Engineering Firm</th>
<th>☐ Public Work District Office</th>
<th>Date:</th>
</tr>
</thead>
</table>

#### A. Public Work Contract to be let by:

<table>
<thead>
<tr>
<th>Enter Data Pertaining to Contracting/Public Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name and complete address</td>
</tr>
</tbody>
</table>

| ☐ 01 DOT | ☐ 02 OGS | ☐ 03 Dormitory Authority |
| ☐ 04 State University Construction Fund | ☐ 05 Mental Hygiene Facilities Corp. | ☐ 06 OTHER N.Y. STATE UNIT |

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3. SEND REPLY TO ☐ check if new or change)

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4. SERVICE REQUIRED: Check appropriate box and provide project information.

| ☐ New Schedule of Wages and Supplements. |

| ☐ Additional Occupation and/or Redetermination |

| PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT: |
| OFFICE USE ONLY |

#### B. PROJECT PARTICULARS

<table>
<thead>
<tr>
<th>☐ Project Title</th>
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| ☐ 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) |

6. Location of Project:

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<th>County:</th>
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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:

| ☐ Guards, Watchmen |
| ☐ Janitors, Porters, Cleaners, Elevator Operators |
| ☐ Moving furniture and equipment |
| ☐ Trash and refuse removal |
| ☐ Window cleaners |
| ☐ Other (Describe) |

| ☐ Construction (Building, Heavy Highway/Sewer/Water) |
| ☐ Tunnel |
| ☐ Residential |
| ☐ Landscape Maintenance |
| ☐ Elevator maintenance |
| ☐ Exterminators, Fumigators |
| ☐ Fire Safety Director, NYC Only |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

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SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS
SECTION G

TECHNICAL SPECIFICATIONS

Item numbers reference are standard NYSDOT specifications. Special Specifications are included in this section.

NYSDOT Standard Specifications can be accessed through the NYSDOT web page at the following link:

203.02020010 -- Unclassified Excavation and Disposal, Sorted

GENERAL
This work shall consist of the excavating, sorting, screening, processing and transporting recycled construction demolition materials identified on the project plans. All the provisions of Section 203 of the Standard Specifications shall apply with the following exceptions:

1. The materials identified on the plan for excavation may be sorted/screened/processed on-site to prepare for off-site shipment to direct receiving sites of the processed materials.
2. All granular material not usable as Recycled Concrete Aggregate (RCA), Recycled Asphalt Pavement (RAP) or as any other recognizable material listed in Department of Environmental Conservation (DEC) regulations 6NYCRR Part 360-1.15(b)(11) shall be considered “restricted use” material and can be re-used as allowed by 6NYCRR Part 375 regulations and this specification.

MATERIALS

Water – Water used for dust control shall be from a potable source.

SUBMITTALS

Excavated granular materials used in the manner described above as “restricted use” shall be manifested by providing the Engineer with copies of tracking documents for the destination of all vehicles transporting the material. Tracking documents shall be similar to USEPA Waste Manifests and shall provide standard tracking information including but not limited to:

- vehicle owner (Contractor name, phone, address),
- vehicle operator (name, phone, address),
- vehicle license plate number,
- source of material (NYSDOT contact name, phone, address)
- volume of material,
- physical description of material
- destination of material;
- owner of destination property (name, phone, address),
- operator of destination property (name, phone, address) and
- any other information requested by the Engineer.

CONSTRUCTION DETAILS

General – All material under this item shall be removed from the site and shall become the property of the contractor.
**Restricted Use Materials** – Any materials described above as “restricted use” may be re-used off-site as allowed under DEC regulations listed above. Specifically, 6NYCRR Part 375 – 3.8(e)(4) allows re-use of restricted use soil at any site (e.g., residential, commercial or industrial) where human contact is minimized. Examples of such use are under pavement or structures as embankment for highway projects, general grade adjustment fill where the site will be covered with topsoil/plantings or pavement/structures, etc.

The use of these materials requires no further DEC approvals so long as the soils are used in a manner consistent with 6NYCRR Part 375 and this specification.

**Dust Control** – The Contractor shall use sufficient water to control dust whenever visible dust is generated.

**METHOD OF MEASUREMENT**

Method of Measurement for the excavation and disposal of on-site materials shall conform with §203-4.03 except that final measurements shall be determined in the field after all material has been removed from the project limits.

**BASIS OF PAYMENT**

The basis of payment for all excavated and disposed materials shall conform to the standard specification §203-5.03.
ITEM 502.32010018 - DRILL AND ANCHOR DOWELS FOR FULL-DEPTH PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS

DESCRIPTION. Drill holes and anchor dowels into full-depth saw cut concrete faces that will become transverse joints.

MATERIALS AND EQUIPMENT.

Dowels. Obtain dowels from a supplier appearing on the Approved List for §705-15, Transverse Joint Supports. Use 18 inch long, 1½ inch diameter, smooth, epoxy-coated, Grade 60 steel dowels coated with a bond breaker. Use an epoxy coating appearing on the Approved List for “Epoxy Coatings for Longitudinal Joint Ties” or “Epoxy Coatings for Steel Reinforcing Bars” that is applied by an applicator appearing on the Approved List for “Applicators for Steel Reinforcing Bars”. At least 7 days prior to drilling, provide the Engineer:

- The name and address of the joint support assembly supplier.
- Material certification from the supplier that dowels meet the “Tests” and “Material Requirements” portions of §705-15, except Grade 60 steel is supplied.
- Material certification from the rolling mill as to the type and grade of steel used.
- The brand of epoxy coating and the name and address of the Manufacturer.
- The name and address of the epoxy coating applicator.
- The brand of bond breaker and the name and address of the Manufacturer.
- Material certification from the epoxy coating applicator that the bars have been coated, tested, and meet the requirements of §705-14, Longitudinal Joint Ties.

Epoxy coating field repairs are not permitted. The Department may perform supplementary sampling and testing of the dowels to ensure conformance with §705-14 and §705-15.

Anchoring Material and Dispensing Equipment. Use a pourable, 2 component, 100% solids structural epoxy meeting §701-07, Anchoring Materials - Chemically Curing, dispensed:

- From side-by-side cartridges by manual or pneumatically powered injection guns.
- Through a static nozzle that homogeneously mixes the material without any hand mixing.

Drills. Use hydraulic gang drills with a minimum of 2 independently powered and driven drills. Use tungsten carbide drill bits. Control the forward and reverse travel of the drills by mechanically applied pressure. Mount the drill on a suitable piece of equipment such that it is quickly transported and positioned. Rest and reference the drill rig frame on and to the pavement surface such that the drilled holes are cylindrical, perpendicular to the surface being drilled, and repeatable in terms of position and alignment on the surface being drilled. Hand-held drills are not permitted.

Grout Retention Disk. Use plastic grout retention disks, 1/8 inch thick, of sufficient diameter to prevent grout from entering the joint. The hole in the center of the disk must have the same diameter as the dowel.

CONSTRUCTION DETAILS.

Drilling Holes. Drill 4 holes per wheelpath (8 per lane). Space holes 12 inches apart on center. Determine the location and length of longitudinal joint ties in the concrete to remain in place outside the repair area. Use a pachometer or other device capable of locating steel embedded in concrete.

If a longitudinal joint tie is within 12 inches of the surface being drilled, drill the outer holes 3 – 4 inches from the end of the tie. If no ties are within 12 inches of the surface being drilled, drill the outer holes 18 inches from
ITEM 502.32010018 - DRILL AND ANCHOR DOWELS FOR FULL-DEPTH PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS

a longitudinal joint between 2 travel lanes and 12 inches from a longitudinal joint between a travel lane and a shoulder.

For 14 feet wide slabs, slabs with nonstandard widths, or pavements with longitudinal joints offset from permanent longitudinal pavement markings that define a travel lane, drill the outer holes 18 inches from the nearest edge of the permanent longitudinal marking between 2 travel lanes and 12 inches from the marking between a travel lane and a shoulder. In any case, do not drill within 3 inches of the end of a longitudinal joint tie. The Engineer may require additional holes in nonstandard slab widths to ensure 4 dowels are placed in each wheelpath.

Drill holes such that:

- The hole diameters are in accordance with the anchoring material Manufacturer’s written recommendations. Provide those recommendations to the Engineer before drilling any holes.
- The hole depth is 9 inches (+3/8 inch/- 0 inch).
- When the dowels are anchored, the longitudinal axes of the protruding dowels are parallel to the pavement centerline, the pavement surface, and each other, ±1/8, measured at the saw cut face and the dowel end.
- When the dowels are anchored, they protrude 8½ - 9 inches from the saw cut face.

Extend the full depth repair boundaries as indicated in the contract documents if drilling cracks or damages pavement to remain in place. Replace worn bits when necessary to ensure the proper hole diameter is drilled.

Cleaning Holes. Follow the anchoring material Manufacturer’s written recommendations for cleaning the holes. Provide those recommendations to the Engineer. As a minimum, clean the drilled holes with oil-free and moisture-free compressed air. The Engineer will check the compressed air stream purity with a clean white cloth. Use a compressor that delivers air at a minimum of 120 ft³ per minute and develops a minimum nozzle pressure of 90 PSI. Insert the nozzle to the back of the hole to force out all dust and debris.

Dowel Installation. When using new cartridges of anchoring material, ensure that the initial material exiting the nozzle appears uniformly mixed. If it is not uniformly mixed, waste the material until uniformly mixed material extrudes. Place the anchoring material at the back of the hole using a nozzle of sufficient length. Push the dowel into the hole while twisting such that the air pocket within the hole is heard to burst and the anchoring material is evenly distributed around the dowel. Use sufficient amounts of anchoring material such that it slightly extrudes out the hole as the dowel is inserted. Place a grout retention disk over the dowel and tight against the exposed concrete face such that the anchoring material does not enter the joint.

METHOD OF MEASUREMENT. The work will be measured for payment as the number of dowels satisfactorily anchored.

BASIS OF PAYMENT. Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Drill and Anchor Dowels for Full-Depth PCC Pavement Repairs. No additional payment will be made for extra work required to repair damage to the adjacent pavement that occurred during drilling.
ITEM 502.33010018 - DRILL AND ANCHOR LONGITUDINAL JOINT TIES FOR FULL-DEPTH PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS

DESCRIPTION. Drill holes and anchor longitudinal joint ties into concrete faces that will become longitudinal joints.

MATERIALS AND EQUIPMENT.

Longitudinal Joint Ties. Use 1 piece drop in type longitudinal joint ties depicted in the M502 Standard Sheet, Longitudinal Joint Ties, except substitute 28 inch long ties for 36 inch long ties. Use an epoxy coating appearing on the Approved List for “Epoxy Coatings for Longitudinal Joint Ties” or “Epoxy Coatings for Steel Reinforcing Bars” that is applied by an applicator appearing on the Approved List for “Applicators for Steel Reinforcing Bars”. At least 7 days prior to drilling holes, provide the Engineer:

- Material certification from the rolling mill as to the type and grade of steel used.
- The brand of epoxy coating and the name and address of the Manufacturer.
- The name and address of the epoxy coating applicator.
- Material certification from the epoxy coating applicator that the bars have been coated, tested, and meet the requirements of §705-14, Longitudinal Joint Ties.

The Department may perform supplementary sampling and testing of the ties to ensure conformance with §705-14.

Anchoring Material and Dispensing Equipment. Use a pourable, 2 component, 100% solids structural epoxy meeting §701-07, Anchoring Materials - Chemically Curing, dispensed:

- From side-by-side cartridges by manual or pneumatically powered injection guns.
- Through a static nozzle that homogeneously mixes the material without any hand mixing.

Drills. Use hydraulic gang drills with a minimum of 2 independently powered and driven drills. Use tungsten carbide drill bits. Control the forward and reverse travel of the drills by mechanically applied pressure. Mount the drill on a suitable piece of equipment such that it is quickly transported and positioned. Rest and reference the drill rig frame on and to the pavement surface such that the drilled holes are cylindrical, perpendicular to the surface being drilled, and repeatable in terms of position and alignment on the surface being drilled.

When allowed by the Engineer, hand-held drills may be used if the drill rig discussed above can not be positioned without being in conflict with the contracts maintenance and protection of traffic plan.

CONSTRUCTION DETAILS.

Drilling Holes. Drill holes such that:

- The end ties in a slab are placed 12 – 15 inches from the transverse joints.
- The ties between the end ties are placed 24 inches apart, maximum.
- 10 inches of tie is embedded in the existing concrete and 18 inches of tie protrudes from the drilled concrete face.
- The hole diameters are in accordance with the anchoring material Manufacturer’s written recommendations. Provide those recommendations to the Engineer before drilling any holes.

Extend the full depth repair boundaries as indicated in the contract documents if drilling cracks or damages the pavement to remain in place. Replace worn bits when necessary to ensure the proper hole diameter is drilled.
Cleaning Holes. Follow the anchoring material Manufacturer’s written recommendations for cleaning the holes. Provide those recommendations to the Engineer. As a minimum, clean the drilled holes with oil-free and moisture-free compressed air. The Engineer will check the compressed air stream purity with a clean white cloth. Use a compressor that delivers air at a minimum of 120 ft³ per minute and develops a minimum nozzle pressure of 90 PSI. Insert the nozzle to the back of the hole to force out all dust and debris.

Tie Installation. When using new cartridges of anchoring material, ensure that the initial material exiting the nozzle appears uniformly mixed. If it is not uniformly mixed, waste the material until uniformly mixed material extrudes. Place the anchoring material at the back of the hole using a nozzle of sufficient length. Push the tie into the hole while twisting such that the air pocket within the hole is heard to burst and the anchoring material is evenly distributed around the tie. Use sufficient amounts of anchoring material such that it slightly extrudes out the hole as the tie is inserted.

**METHOD OF MEASUREMENT.** The work will be measured for payment as the number of longitudinal joint ties satisfactorily anchored.

**BASIS OF PAYMENT.** Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Drill and Anchor Longitudinal Joint Ties for Full-Depth PCC Pavement Repairs. No additional payment will be made for extra work required to repair damage to the adjacent pavement that occurred during drilling.
DESCRIPTION. Place Class C, Class F, or High-Early-Strength (HES) PCC as indicated in the contract documents in a previously prepared full-depth repair area.

MATERIALS AND EQUIPMENT.

- Portland Cement Concrete (Class C and Class F) .......................... 501
- High-Early-Strength (HES) Concrete ........................................ 502-2.02
- Portland Cement Treated Permeable Base ................................ 502-2.03
- Longitudinal Joint Ties ..................................................... 705-14
- Transverse Joint Supports .................................................. 705-15
- Wire Fabric for Concrete Reinforcement ................................... 709-02
- Epoxy-Coated Bar Reinforcement, Grade 60 .............................. 709-04
- Quilted Covers (for Curing) ................................................ 711-02
- Plastic Coated Fiber Blankets (for Curing) ............................... 711-03
- Polyethylene Curing Covers (White Opaque) ............................. 711-04
- Membrane Curing Compound ............................................... 711-05
- Form Insulating Materials for Winter Concreting ..................... 711-07
- Water .............................................................................. 712-01

HES concrete mix design and all details related to HES concrete production and discharge must be approved by the Regional Materials Engineer before placement.

Transit Mix HES Concrete. Accelerating admixtures may be batched into the concrete at the plant in accordance with §501-2.03F, Admixture Dispensing Systems, or added at the site depending on the amount of acceleration required and the haul time. When adding accelerating admixtures at the site, equip truck mixers with an air pressurized tank that:

- Contains the correct volume of admixture (for the volume of concrete in the truck) dispensed through the plant's Admixture Dispensing System.
- Discharges the required admixture quantity into the truck mixer drum in less than 1 minute.
- Has a clear plastic tank output hose that leads into the truck mixer drum.
- Has a properly working relief valve.

Twice daily, or more frequently if weather conditions change significantly as determined by the Engineer, determine the fine and coarse aggregate moisture contents. Compute the corresponding water added to the concrete in the truck from aggregate moisture. Subtract that quantity, as well as the water portion of the admixture in the tank and water added at the plant, from the design water for the truck. Submit these calculations to the NYSDOT plant inspector for approval. Upon approval, write the maximum volume of water to be added to the truck at the site on the delivery ticket. Upon arrival at the site, provide the delivery ticket to the Engineer.

Discharge the accelerating admixture into the truck mixer drum during or after any water additions at the site. Do not add more water than the maximum volume indicated on the delivery ticket. Add all of the...
ITEM 502.35010018 - PORTLAND CEMENT TREATED PERMEABLE BASE
ITEM 502.36RC0018 - PORTLAND CEMENT CONCRETE (PCC) PLACEMENT FOR FULL-DEPTH PAVEMENT REPAIRS
ITEM 502.37010018 - TRANSVERSE JOINTS
ITEM 502.38010018 - LONGITUDINAL JOINTS

accelerating admixture in 1 uninterrupted operation in 1 minute or less. Apply a maximum of 200 total mixing revolutions before discharge.

Truck Mix HES Concrete. Add the accelerating admixture and water at the site. Equip trucks with an air pressurized tank for accelerating admixtures as described above in Transit Mix HES Concrete and an in-line water flow meter that:

- Resets easily to "0".
- Is mounted to allow easy reading.
- Withstands water temperatures up to 200°F.
- Is equipped with air strainers capable of removing entrapped air within the system.
- Has a batching delivery tolerance of 1% by weight or volume.
- Has a manufacturer’s certified flow rate capacity of 70 gpm.
- Has a minimum actual flow rate of 50 gpm.

The Regional Materials Engineer will measure the actual flow rate and inspect the flow meter prior to use. Do not place any concrete without the Regional Materials Engineer's approval.

Twice daily, or more frequently if weather conditions change significantly as determined by the Engineer, determine the fine and coarse aggregate moisture contents. Compute the corresponding water added to the concrete in the truck from aggregate moisture. Subtract that quantity, as well as the water portion of the admixture in the tank, from the design water for the truck. Submit these calculations to the NYSDOT plant inspector for approval. Upon approval, write the exact volume of water to be added to the truck at the site on the delivery ticket. Upon arrival at the site, provide the delivery ticket to the Engineer.

Before adding water into the truck mixer, execute twenty dry revolutions at 12 to 18 rpm and reset the flow meter to 0. Add water in 1 uninterrupted operation. No water is to be removed from the truck mixer for any purpose while water is being added to the drum. After the required water designated on the delivery ticket has been added to the concrete in the truck, add all the accelerating admixture in 1 uninterrupted operation in 1 minute or less. Apply a maximum of 200 mixing revolutions before discharge.

Use equipment meeting:

Forms ........................................... ........................................... ........................................... 502-2.04B1
Paving Irregular Areas ........................ ........................................... ........................................... 502-2.04B3
Vibrators ........................................... ........................................... ........................................... 502-2.04C
Permeable Base Paving Equipment ........................................... ........................................... 502-2.04D
Saw Cutting Equipment ........................................... ........................................... 502-2.04E
Curing Compound Applicators ........................................... ........................................... 502-2.04F

CONSTRUCTION DETAILS. Apply the following from Section 502, Portland Cement Concrete Pavement, as modified herein:
Weather Limitations

Portland Cement Treated Permeable Base

Use permeable base if the pavement being repaired was constructed with permeable base or if shown in the contract documents. Place permeable base 4 inches thick. Apply fixed form paving requirements.

Fixed Form Paving

Consider full-depth repairs to be irregular areas.

Joint Construction

Apply a bond breaker, such as form oil, to untied longitudinal joints immediately before placing concrete.

Finishing

Finish short repairs (those less than the length of the finishing equipment) transversely.

Texturing

Do not texture the plastic concrete if it will be diamond ground. The Engineer may require longitudinal astroturf drag if that was the original pavement texture.

Curing

Pavement Protection

Damaged or Defective Concrete

Hardened Surface Test

If the pavement is to be diamond ground, the maximum deviation is 3/8 inch in 10 feet. If the pavement will not be diamond ground, the maximum deviation is 1/8 inch in 10 feet.

Opening to Traffic

When determining concrete strength for opening to traffic, apply the following rather than §502-3.18C, Project Strength Determination:

Project Strength Determination. Provide an ACI Certified Concrete Field Testing Technician, Grade I, or higher, to cast all cylinders. Unless otherwise noted in the contract documents, use an agency accredited by the AASHTO Accreditation Program (AAP) in the field of construction materials testing of portland cement concrete to perform compressive strength testing. Cast and test in the presence of the Engineer, or the Engineer's representative. Provide acceptable proof of ACI Certification and AASHTO Accreditation to the Engineer before placing any concrete. The Engineer, or the Engineer's representative, will complete the Concrete Cylinder Report as cylinders are cast and tested.

Cast a minimum of 3 cylinder pairs (6 total) from each scheduled placement operation in accordance with Materials Method 9.2, Field Inspection of Portland Cement Concrete. Cast each pair from different delivery trucks with 1 of the 3 pairs cast from the last truck of the operation. Develop an Engineer-approved marking system that allows a cylinder to be readily associated with the corresponding placement location and placement time. Mark the cylinders and place them adjacent to the pavement under similar curing conditions. Determine the concrete compressive strength in accordance with ASTM C39, Standard Test Method for Compressive
Strength of Cylindrical Concrete Specimens. Test all cylinder pairs at the same time relative to when they were cast. The testing time must be within the time frame needed to open the last concrete placed in the operation to traffic. The placement may be opened to traffic if all the following apply:

- Average compressive strength of all cylinder pairs exceed 2500 PSI.
- Average compressive strength of each cylinder pair exceeds 2000 PSI.
- Appropriate time frame has elapsed for the entire area to be opened.

If these conditions are not met, test 3 additional cylinder pairs at a later time, provided the appropriate number of additional cylinders were cast and the placement has not been opened to traffic. If the above conditions are not met after additional testing, or, if the required number of additional cylinders were not cast, open the placement to traffic after 5 days, or when directed by the Engineer, provided this time frame is not in conflict with the work zone closure time restrictions stipulated in the contract documents. If the placement is opened to traffic (in accordance with the work zone closure time restrictions stipulated in the contract documents) before it has achieved the required strength, the placement will be considered Damaged or Defective Concrete and will be replaced at no additional cost to the State.

Contract testing for 28 day compressive strength is not required. If subsequent trial batches are required, the Engineer may waive the 28 day compressive strength testing.

**METHOD OF MEASUREMENT.**

Portland Cement Treated Permeable Base. The work will be measured for payment as the number of cubic yards of permeable base satisfactorily placed, measured to the nearest 0.1 yard$^3$, based on the Engineer-approved repair area marked on the pavement prior to repair and the thickness of permeable base placed.

Portland Cement Concrete, Unreinforced, All Classes. The work will be measured for payment as the number of cubic yards of concrete satisfactorily placed, measured to nearest 0.1 yard$^3$, based on the Engineer-approved repair area marked on the pavement prior to repair and the thickness of concrete placed. Deductions, and separate payment, will be made for catch basins, manholes, or other similar pavement obstructions requiring either mesh reinforced or heavily reinforced placements.

Portland Cement Concrete, Mesh or Heavily Reinforced, All Classes. The work will be measured for payment as the number of cubic yards of concrete satisfactorily placed, measured to the nearest 0.1 yard$^3$, based on the Engineer-approved repair area marked on the pavement prior to repair and the thickness of concrete placed. No deductions will be made for drainage and utility structures or other similar pavement obstructions being isolated from the surrounding pavement.

Transverse Joints. The work will be measured for payment as the number of feet of transverse joints satisfactorily constructed within the repair boundary, measured to the nearest 0.1 foot. Separate
ITEM 502.35010018 - PORTLAND CEMENT TREATED PERMEABLE BASE
ITEM 502.36RC0018 - PORTLAND CEMENT CONCRETE (PCC) PLACEMENT FOR FULL-DEPTH PAVEMENT REPAIRS
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Measurement will be made for transverse joints that define the repair boundary and drilling and anchoring dowels into those joints.

Constructing Longitudinal Joints. The work will be measured for payment as the number of feet of longitudinal joints satisfactorily constructed within the repair boundary, measured to the nearest 0.1 foot. Separate measurement will be made for longitudinal joints that define the repair boundary and drilling and anchoring longitudinal joint ties in those joints.

BASIS OF PAYMENT.

Portland Cement Treated Permeable Base. Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Portland Cement Treated Permeable Base. No additional payment will be made for extra work required to repair damage to the adjacent permeable base or pavement that occurred during any operation. Additional payment will be made if the original repair area did not completely extend into sound concrete.

Portland Cement Concrete, Unreinforced, All Classes. Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Portland Cement Concrete, Unreinforced, All Classes. No additional payment will be made for Contractor-requested HES concrete mixes or extra work required to repair damage to the adjacent pavement that occurred during any operation. Additional payment will be made if the original repair area did not completely extend into sound concrete.

Portland Cement Concrete, Mesh or Heavily Reinforced, All Classes. Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Portland Cement Concrete, Mesh or Heavily Reinforced, All Classes. No additional payment will be made for Contractor-requested HES concrete mixes or extra work required to repair damage to the adjacent pavement that occurred during any operation. Additional payment will be made if the original repair area did not completely extend into sound concrete.

Transverse Joints. Include the cost of all labor, material, equipment, and labor necessary to satisfactorily perform the work in the unit price bid for Transverse Joints. Separate payment will be made for constructing transverse joints that define the repair boundary and drilling and anchoring dowels into those joints. Separate payment will be made for joint sealing or joint filling.

Longitudinal Joints. Include the cost of all labor, material, equipment necessary to satisfactorily perform the work in the unit price bid for Longitudinal Joints. Separate payment will be made for constructing longitudinal joints that define the repair boundary and drilling and anchoring ties into those joints. Separate payment will be made for joint sealing or joint filling.
ITEM 502.35010018 - PORTLAND CEMENT TREATED PERMEABLE BASE
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ITEM 502.37010018 - TRANSVERSE JOINTS
ITEM 502.38010018 - LONGITUDINAL JOINTS

Payment Will Be Made Under:

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<td>502.36RC0018</td>
<td>Portland Cement Concrete (PCC) Placement for Full-Depth Repair</td>
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<td>Transverse Joints</td>
<td>Foot</td>
</tr>
<tr>
<td>502.38010018</td>
<td>Longitudinal Joints</td>
<td>Foot</td>
</tr>
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</table>

R - Reinforcement  
0 - Unreinforced  
1 - Isolated, Mesh Reinforced  
2 - Isolated, Heavily Reinforced  

C - Concrete Class  
1 - Class C  
2 - Class F  
3 - HES
ITEM 502.90010018 - CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV

DESCRIPTION. Clean and fill the following cracks and joints that are 1/4 - 1 inch wide at the locations indicated in the contract documents:

- New transverse contraction joints within full depth repairs.
- Existing transverse and longitudinal joints outside new full depth repairs.
- Existing cracks.

Do not clean and fill:

- Transverse and longitudinal joints that define new full depth repair boundaries.
- New longitudinal joints within full depth repairs.

MATERIALS.

Highway Joint Sealants (ASTM D 6690 Type IV) ................................................................. 705-02
Backer Rods ........................................................................................................... ASTM D5249 (Type 1)

In addition to meeting the requirement of ASTM D5249 (Type 1), backer rods must have a diameter at least 25% wider than the location of the crack it is placed into.

The Department may perform supplementary sampling and testing of the sealant. Deliver sealant in the Manufacturer’s original sealed container legibly marked with the:

- Manufacturer’s name.
- Trade name of the sealant.
- Manufacturer’s batch or lot number.
- ASTM D 6690, Type IV.
- Minimum application temperature.
- Maximum (or Safe) heating temperature.

CONSTRUCTION DETAILS. If diamond grinding is included in the contract documents, prepare the joints and cracks, diamond grind the pavement, then clean and fill the joints and cracks.

Prepare New Transverse Contraction Joints Within Full Depth Repairs. Widen the joint to 1/4 – 3/8 inch for a depth of 1 inch if the first stage saw cut is less than ¼ inch wide. Use diamond blade saws equipped with cutting guides, blade guards, water cooling systems, dust controls, and cut depth control. Immediately wash the slurry from the pavement such that it does not re-enter the joint. Do not place backer rod in these joints.

Prepare Existing Transverse and Longitudinal Joints. Use a 1/8 – 1/4 inch wide, 1 5/8 inches deep saw cut to dislodge debris and existing sealant or filler from the joint without damaging the joint faces. Follow the saw cut with a compressed air blast to remove the dislodged debris to the bottom of the existing joint sealant reservoir or to a depth of 3 inches if there is no existing reservoir. Install a trap or other device on the compressed air equipment to prevent oil from contaminating the joint surfaces. Supplement the air blast with mechanical removal, such as a screwdriver, if it is not sufficient to remove the debris. Do not damage the joint faces. Immediately wash or sweep the dislodged debris from the pavement such that it does not re-enter the joint. Do not place backer rod in these joints.

Prepare Existing Cracks. Remove all debris from existing cracks as deep as possible using a compressed air blast supplemented with mechanical removal. Install a trap or other device on the compressed air
equipment to prevent oil from contaminating the crack surfaces. Immediately wash or sweep the dislodged debris from the pavement such that it does not re-enter the joint. Backer rod may be placed after cleaning provided it is at least 25% wider than the crack everywhere along the crack and is placed 2 inches beneath the pavement surface.

Cleaning. Clean the joints and cracks by abrasive blasting before filling. Do not allow any traffic on the pavement between cleaning and filling. Reclean if it rains between cleaning and filling.

Sealant Melting. Provide the Engineer a copy of the sealant Manufacturer’s recommendations for heating and application at least 24 business hours before filling. Follow those recommendations for heating and application. Unless stated otherwise, the recommended pouring temperature is 10°F below the Manufacturer's designated safe heating temperature, with an allowable variation of ± 10°F. Heat the sealant in a melter constructed either:

- As a double boiler with the space between inner and outer shells filled with a heat-transfer medium.
- With internal tubes or coils carrying the sealant through a heated oil bath and into a heated double wall hopper.

Do not use direct heating. Use a melter capable of maintaining the pouring temperature that is equipped with:

- Positive temperature controls.
- Mechanical agitation or a re-circulation pump capable of providing homogeneous sealant.
- Separate thermometers indicating the temperatures of the heat transfer medium and the sealant in the hopper. Do not place any sealant if the thermometers are defective or missing.

Prior to any sealing, measure the sealant temperature at discharge from the applicator wand. The temperature must be equal to or above the Manufacturer's recommended minimum pouring temperature and equal to or below the Manufacturer's recommended safe heating temperature. Discharge sealant into a vessel and measure the sealant temperature in the presence of the Engineer or the Engineer’s representative. Provide 2 thermometers each having an 18 inches stem. Alternate methods to measure the sealant discharge temperature are subject to the Engineer’s approval.

Use a discharge hose equipped with a thermostatically controlled heating apparatus or sufficiently insulated to maintain the proper sealant pouring temperature.

Do not use sealant heated beyond the safe heating temperature. Sealant may be reheated or heated in excess of six hours if allowed by the Manufacturer's heating and application recommendations. In these cases, recharge the melter with fresh sealant amounting to at least 20% of the sealant volume remaining in the melter.

Filling. Fill within 8 hours of cleaning. Fill the joint or crack to within ¼ - ⅜ inch of the pavement surface. Fill when the:

- Air and surface temperatures are 40°F or warmer.
- Air temperature is above the dew point.
- Pavement surface and vertical joint/crack surfaces are dry.

Open to traffic after the sealant has cured to prevent tracking. A water mist may be used to accelerate curing. Do not blot with fine aggregate.
METHOD OF MEASUREMENT. The work will be measured for payment as the number of feet of joints/cracks satisfactorily filled.

BASIS OF PAYMENT. Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Clean and Fill Cracks and Joints in Portland Cement Concrete (PCC) Pavement, ASTM D 6690, Type IV.
ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:
The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:
None specified.

CONSTRUCTION DETAILS:
Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:
The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:
The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.
GENERAL NOTES

1. ALL EXISTING J.A.D. VAMES SHALL BE LEFT IN PLACE AT THE BUFFER CURB LINE, AS SHOWN ON THE DETAIL SHEET.

2. ALL CONSTRUCTION WORK AFFECTING THE NEW CURB LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING THE REPLACEMENT OF LAMINAR CORNERS, WHERE REQUIRED.

3. ALL CONSTRUCTION WORK AFFECTING THE NEW CURB LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING THE REPLACEMENT OF LAMINAR CORNERS, WHERE REQUIRED.

4. ALL CONSTRUCTION WORK AFFECTING THE NEW CURB LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING THE REPLACEMENT OF LAMINAR CORNERS, WHERE REQUIRED.

5. ALL CONSTRUCTION WORK AFFECTING THE NEW CURB LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING THE REPLACEMENT OF LAMINAR CORNERS, WHERE REQUIRED.

JOINT NOTES

1. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

2. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

3. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

4. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

5. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

6. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

7. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

8. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

9. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.

10. ALL JOINTS CONSTRUCTED SHALL MEET THE REQUIREMENTS SHOWN ON THE DETAIL SHEET.
NOTES:
1. THE CONTRACTOR SHALL NOTE THAT THE TYPICAL REMOVAL PLAN SHOWS COMMON SITUATIONS AND NOT ALL FIELD CONDITIONS MAY BE SHOWN. THE ENGINEER WILL MAKE ANY CHANGES TO REPAIR SIZES AND TYPES AS NEEDED.

2. CONCRETE REMOVAL SAWING METHOD - LAYOUT & SAW CUTTING:
   - THE CONTRACTOR SHALL MARK OUT CLEARLY THE SAW CUT BOUNDARY LINE ACCORDING TO THE PAVEMENT REPAIR TABLES AND THE TYPICAL REMOVAL PLAN.

3. CONCRETE REMOVAL CORE METHOD - LAYOUT & CORING:

4. DAMAGE AFTER SAW CUTTING:
   - ONCE THE SAW CUT IS MADE, THE CONTRACTOR SHALL PROTECT THE SAW CUT EDGE FROM DAMAGE. DAMAGE TO THE SAW CUT EDGE CAUSED BY THE CONTRACTOR'S OPERATIONS, AS DETERMINED BY THE ENGINEER, SHALL REQUIRE THE CONTRACTOR TO RE-CUT THE BOUNDARY LINE AT A NEW LOCATION AS DETERMINED BY THE ENGINEER.
   - THE BOUNDARY LINE SHALL BE RE-CUT A MINIMUM OF 2" FROM THE DAMAGED EDGE. THE BOUNDARY LINE RE-CUT SHALL REMOVE ALL OVER-SAWING MADE TO MAKE THE REPAIR. ALL ADDITIONAL WORK NECESSARY TO REMOVE DAMAGED AREAS SHALL BE COMPLETED BY THE CONTRACTOR AT NO COST TO THE AUTHORITY.
   - THE CONTRACTOR SHALL NOTE THAT THE ENGINEER MAY REQUIRE A SIGNIFICANTLY INCREASED REPAIR LIMITS IF DAMAGE OCCURS, TO MAINTAIN SIMILAR PAVEMENT SLAB SIZES.

5. REPAIR BOTTOM:
   - USING CHIPPING HAMMERS, THE CONTRACTOR SHALL LEVEL THE BOTTOM OF THE REPAIR AREA TO OBTAIN AN EVEN THICKNESS FOR THE CONCRETE REPAIR MATERIAL. ALL CONCRETE REMOVAL SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER.

6. OVER SAWING OF REPAIR:
   - THE CONTRACTOR SHALL OVER-SAW THE PARTIAL REPAIR LIMITS TO COMPLETE THE REMOVAL OF CONCRETE. THE EDGES OF THE SAWED LINES MUST BE CLEARED ACCORDING TO THE REQUIREMENTS OF SECTION 701-30 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL COMPLETE THE PAINTED MARKS REMOVED IN THE PRICE BID.

7. AT NO TIME SHALL THE CONTRACTOR ALLOW PATCHING MATERIAL TO FLOW INTO OR OVER A CRACK, CONTRACTOR SHALL NOT ALLOW PATCHING MATERIAL TO FLOW INTO SHOULDER AREAS.

8. JOINTS AT OR CROSSING A DEPTH PATCH MUST BE RE-FORMED WITH A PRE-MADE JOINT FILLER. THE EXISTING MATERIAL SHALL MATCH THE WIDTH OF THE EXISTING JOINT AND EXTEND 1/4" BELOW AND BELOW THE REPAIR AREA.

9. THE CONTRACTOR SHALL ADJUST THE DEPTH OF SAWCUTTING TO AVOID CUTTING EXISTING STEEL UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

10. EXISTING CURBING SHALL REMAIN IN PLACE. DOWELS CONNECTING SLABS TO CURB SHALL REMAIN IN PLACE AS DIRECTED BY THE ENGINEER. IF REPLACEMENT DOWELS ARE REQUIRED THE WORK SHALL BE PAID FOR AS ITEM 502.32010018.

ITEM 502.32010018.

FACE OF FULL DEPTH SAWCUT

INSTALLED LONGITUDINAL JOINT TIES, ITEM 502.32010018 (SEE NOTE 4 ON DIM. 0)

CONSTRUCTION JOINTS (SEE DETAIL "A")

INSTALL PAVEMENT REPAIR CONCRETE (ITEM 502.32010018)

DRILL & ANCHOR TRANSVERSE DOWELS

CROSS SECTIONS (ITEM 502.32010018)

12" (THK)

CONSTRUCTION JOINTS (SEE DETAIL "A")

MULTIPLE LANE PARTIAL SLAB REPAIR (IF NEEDED)
### Table: Full Depth Concrete Patch Locations

<table>
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<th>Y Station</th>
<th>Depth</th>
<th>Void</th>
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<th>Concrete Patch Size</th>
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### Notes:
1. During demolition, the contractor shall minimize damage to existing steel.
2. Proper waterproof curing of all concrete repairs shall be performed as directed by the engineer.
3. The contractor shall periodically check to maintain the existing finishing shall be as shown on the plans and in accordance with the latest version of the job.
4. Access must be maintained at all times to residential driveways.
5. Set work zone traffic control, signs, details, and detour signs for additional information.
### Ramp B - Pinhook Southbound to Quaker Ridge Road Westbound

#### Full Depth Concrete Patches

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#### Notes:
1. During demolition, the contractor shall minimize damage to existing steel.
2. Proper surface curing of all concrete repairs shall be performed as directed by the engineer.
3. The contractor shall periodically check to maintain the depth, curing shall be as shown on the plans and in accordance with the latest version of the W Bruce.
4. Access must be maintained at all times to residential driveways.
5. See work zone traffic control, notes, details, and detour sheets for additional information.

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### Full Depth Concrete Patches - Continued

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### Total: 103.5 ft
MAINTENANCE AND PROTECTION OF TRAFFIC NOTES

1. Maintenance and protection of traffic shall be provided in accordance with the plans and specifications, latest edition, standard highway signs, latest edition, and all applicable provisions contained herein.

2. All traffic control devices shall conform to the plans and specifications, latest edition, standard highway signs, latest edition.

3. At intersections, centerlines, and barriers shall be fabricated and erected in accordance with the plans and specifications and as directed by the plans and specifications, latest edition, standard highway signs, latest edition, and all applicable provisions contained herein.

4. All warning signs shall be black letters on orange background.

5. Signs shall be mounted on free standing supports with bottom of sign a minimum of 5 ft. from the edge of the roadway. Portable supports shall be capable of withstanding dynamite charges of 10 pounds.

6. Signs shall be removed, as necessary, during construction, to maintain proper sight distance and advance warning.

7. Field conditions may require other signs and alternate arrangements of signs.

8. Signs distant shall be adapted to prevailing conditions. Signs shall be located to provide optimum visibility.

9. Signs utilized during hours of darkness shall be reflectorized.

10. Lane closures shall be as directed in the plan.

11. Prior to leaving the work site each day, the contractor shall remove or protect any part of the work site that may be considered hazardous to the traveling public.

12. During work hours, no construction material shall be stored in the roadway or on roadsides, including shoulders, except as permitted in a protected work zone.

13. Driveways shall be addressed in accordance with subsection 6.1 of the standard work zone specifications.

14. Work zone left overhang shall be protected with appropriate warning signs, supplemented with a type "A" flashing low intensity warning light. Flashing lights shall be located on the work zone, separate from traffic, not used at night. Work zone left overhang shall be combustible.

15. All existing pavement markings, including those added during the course of work, which conflict with traffic control plans in such a way that they may cause drivers to be confused, shall be removed.

16. All access doors will be open for safe use at the end of each work day.

17. Signs not required to supplement the current pattern shall be backed, removed, removed, or otherwise disposed of to the public.

ALLOWABLE LANE CLOSURE NOTES

1. There shall be no temporary lane closures on roadway facilities in the following holidays.

2. Holiday falls on NO LANE CLOSURE PERMITTED.

3. Friday, Saturday, Sunday, and Monday holidays preceding any business day of the week and ending any business day of the week following the weekend.

GENERAL NOTES

1. The typical details depicted in the notes, reflect the minimum requirements.

2. The contractor must submit the owner's representative, in writing, proposed revisions to the traffic control plan for review and approval. The traffic control plan shall be written and approved by the municipality or the owner's designee. The owner's designee will be based on the plans and specifications, latest edition, standard highway signs, latest edition, and all applicable provisions contained herein.

3. The承包商应提交其代表给业主的书面通知，通知业主关于交通控制计划的任何修改。交通控制计划必须由该市府或业主代表审查和批准。交通控制计划应根据该市府或业主代表的书面通知编写和批准。

4. The contractor shall provide the owner's representative, in writing, with the name, address, and telephone number of the person who is responsible for securing, maintaining, and equipment for emergency repairs outside normal working hours. The owner's representative will direct the information to the proper person.

5. Signs shall be placed in the work area to protect the vehicle operator and the traveling public.

6. The locations of the signs shown on the work zone traffic control plans and what shall be added as a result of changes in the dimensions shall be approved by the owner's representative.

7. All signs, including those used by the contractor, are subject to approval by the owner's representative.

8. The dimensions of work zone traffic control signs are described in the notes. Any changes to the dimensions shall be approved by the owner's representative.

9. Signs shall not be placed so that they do not obstruct a motorist's line of sight.

10. The dimensions of work zone traffic control signs are described in the notes. Any changes to the dimensions shall be approved by the owner's representative.

11. The acceptable use of signs in the work zone shall be in accordance with the owner's representative.

12. The dimensions of work zone traffic control signs are described in the notes. Any changes to the dimensions shall be approved by the owner's representative.

13. The dimensions of work zone traffic control signs are described in the notes. Any changes to the dimensions shall be approved by the owner's representative.

14. All changes in the work zone shall be made in accordance with the owner's representative.

15. All changes in the work zone shall be made in accordance with the owner's representative.

16. The dimensions of work zone traffic control signs are described in the notes. Any changes to the dimensions shall be approved by the owner's representative.

17. The dimensions of work zone traffic control signs are described in the notes. Any changes to the dimensions shall be approved by the owner's representative.

18. The dimensions of work zone traffic control signs are described in the notes. Any changes to the dimensions shall be approved by the owner's representative.
WARNING LIGHT

3 1/2" W x L

4 1/2" W x L

NOTES:
1. SEE M1 NOTE 3 ON SHEET M1-1 FOR MATERIAL USE.
2. BARRICADE TO BE USED FOR ENTRANCE RAMP CONSTRUCTION.

TYPE III BARRICADE

STAINLESS STEEL BRACKET
Stainless Steel Self-Locking Flanges

FINISHED GRADE

NOTES:
1. OFFSET POST 3'-0" FROM EDGE OF PAVEMENT.
2. INSERT 1/4" THREADED SPACER BETWEEN POSTS AT CONNECTION.
3. SEE PROPOSED SIGN LEGEND ON C-LST FOR SIGN DETAILS.

SIGN POST
**EROSION AND SEDIMENT CONTROL NOTES**

1. All temporary erosion and sediment control devices and practices must be maintained as required.
2. All temporary erosion and sediment control devices and practices must be maintained as required.
3. Catch basin protection shall be maintained as required.
4. All catch basin protection shall be maintained as required.
5. Properly maintain all catch basin protection shall be maintained as required.
6. Properly maintain all catch basin protection shall be maintained as required.
7. Properly maintain all catch basin protection shall be maintained as required.
8. Properly maintain all catch basin protection shall be maintained as required.

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**EROSION AND SEDIMENT CONTROL SCHEDULE**

- **Construction Control**
  1. All erosion and sediment control devices and practices must be maintained as required.
  2. All erosion and sediment control devices and practices must be maintained as required.
  3. All erosion and sediment control devices and practices must be maintained as required.
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  13. All erosion and sediment control devices and practices must be maintained as required.

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**CITY OF NEW ROCHELLE DEPARTMENT OF PUBLIC WORKS**

**EROSION CONTROL DETAILS**

- **CQG**
  - **RIFFLE ROAD**
  - **RAMP RECONSTRUCTION PHASE 3**
  - **Permanent Control Plan**
  - **Temporary Control Plan**
  - **Emergency Control Plan**

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