

CONTRACT DOCUMENTS  
VILLAGE OF BALLSTON SPA  
SARATOGA, NEW YORK  
**JOHN STREET TANK REHABILITATION**

OCTOBER 2023

OWNERSHIP OF DOCUMENTS

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**PART 1**

**LEGAL PROCEDURAL DOCUMENTS AND BONDS**

Wherever any Item of these Specifications conflict with another Item of these Specifications, the more stringent requirements applicable to the condition shall govern.

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**ADVERTISEMENT FOR BIDS**

Sealed bids for JOHN STREET TANK REHABILITATION will be received by the Village Clerk until 10:00 AM local time on February 5, 2024 and then at said office, publicly opened and read aloud. John Street Storage Rehabilitation includes repair, upgrades, painting and long term maintenance of a 750,000 gallon steel stand pipe water storage tank.

The Information for Bidders, Form of Bid, Form of Contract, Plans and Specifications and Forms of Bid Bond, Performance and Payment Bond and other Contract Documents may be examined at the following places:

VILLAGE OF BALLSTON SPA, 66 FRONT STREET, BALLSTON SPA NY 12020  
AND  
LABERGE GROUP, 4 COMPUTER DRIVE WEST, ALBANY, NEW YORK 12205.

An electronic copy of the documents may be obtained from Laberge Group by emailing [bidning@labergegroup.com](mailto:bidning@labergegroup.com). The request must provide the following information: complete firm name, contact person, phone number, and email address. Documents will be emailed to the address provided. There is no charge for electronic files delivered by email. Only bidders who requested and received the contract documents directly from Laberge Group shall be permitted to bid. Any bidder that is not on the Laberge Group plan holder list will have their bid returned unopened.

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

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

BIDDERS OF THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDERS #11246 AND #11375. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER, WHICH CONCERNS NON-DISCRIMINATION IN EMPLOYMENT, ARE EXPLAINED IN THE SPECIFICATIONS.

Minority and Women's Business Enterprises as well as Section 3 Business Enterprises, are strongly encouraged to apply.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

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DATE

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Terri L. O'Connor, Village Clerk

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## INFORMATION FOR BIDDERS

**1.2.01 PROPOSALS** are requested for furnishing materials to be incorporated into the work and for furnishing the work and labor for the construction of

### JOHN STREET TANK REHABILITATION

#### VILLAGE OF BALLSTON SPA, SARATOGA COUNTY, NEW YORK

in accordance with Drawings, Specifications, and other Contract Documents prepared by LABERGE GROUP, 4 Computer Drive West, Albany, New York 12205.

a. Form: Each Proposal shall be made on a form prepared therefore and included as one of the Contract Documents, and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.

b. Discrepancies: In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount of the Proposal written in figures, the stipulated amount stated in written words shall govern.

c. Modifications: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

d. Examination of Contract Documents and Visit to Site: Before submitting a Proposal, Bidders shall carefully examine the Drawings, read the Specifications, and other Contract Documents, shall visit the site of the work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items in the Contract Documents.

e. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

f. Withdrawal: Any Bidder may withdraw his Proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of Proposals.

g. Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

h. Award or Rejection: The Contract will be awarded to the lowest responsible Bidder, within 45 days after bid opening, complying with these Contract Documents. The Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner. If at the time this Contract is to be awarded, the lowest bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract, the Contract will be awarded on the base bid or alternate base bid(s) where applicable. If such bid exceeds such amount, the Owner may reject all bids or may award the Contract on the base combined with such deductible alternates applied in the numerical order in which they are listed in the Proposal, as produces a net amount which is within the available funds.

**1.2.02 INTERPRETATION OF DOCUMENTS**: If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery and all such requests shall be delivered no less than ten (10) days prior to the bid date. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the

Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

**1.2.03 ADDENDA:** Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

**1.2.04 BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

**1.2.05 PROPOSAL GUARANTY:** Each Proposal shall be accompanied by a certified check or bid bond acceptable to the Owner, in an amount equal to at least 5% of the Proposal, payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. The Proposal Guaranties of all Bidders except the three lowest will be returned promptly after the canvass of Proposals.

**1.2.06 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said Bonds shall be secured from a surety company satisfactory to the Owner. The forms of the Bonds the successful Bidder will be required to execute are included in the Contract Documents. The Performance Bond, and Labor and Material Payment Bond must remain in effect for twelve months after Project completion.

**1.2.07 WAGE SCALE:** The Contractor shall conform to the "General Prevailing Wage Scale" currently in effect, as prepared by the New York State Department of Labor. Prevailing rates to be paid are those that are in effect at the time the work is being performed. The current rates are appended hereto and made a part of the Contract Documents.

**1.2.08 SALES AND COMPENSATING USE TAXES:** The amount bid by the Contractor shall not include the sales and compensating use taxes of the State of New York or of any City and County in the State of New York for any materials which are to be incorporated into the work.

**1.2.09 DISCLAIMER:** In addition to all the information, conditions, and items contained within these Contract Documents, the Contractor should also take note of the following:

As of the date of the Advertisement for Bid of these contract documents, the Owner has not received all required government approvals. While it is expected that these approvals will be received in a timely manner, no guarantee is made to that effect and the Owner may not be able to award the project. The purpose of this note is to specifically advise the Bidder of the above and the Bidder agrees by his submission of a bid to hold the Owner and their agents harmless from any and all costs that may have been incurred in the preparation of the bid submitted.

**SECTION 1.3**

**PROPOSAL**

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

(Hereinafter called "Bidder") \* a corporation, organized and existing under the laws of the State of

\_\_\_\_\_, \* a partnership, or an individual doing business as \_\_\_\_\_

To the: Village of Ballston Spa (Hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of JOHN STREET TANK REHABILITATION having examined the plans and specifications with related 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 Contract 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 Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project on or before September 15, 2024 as stipulated in the Specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$250.00 plus Engineering Costs, for each consecutive calendar day there after, as hereinafter provided. The Bidder understands that: (1) certain of the Bid items listed below may have a stipulated minimum and maximum, or just stipulated unit price amount, and that for a Bid Proposal to be considered formal the unit price entered by the Bidder, for these particular items, must fall within the stipulated price range or the amount shown; (2) all unit or lump sum prices of the Bid Proposal shall be balanced and reflect true costs for the respective work; and (3) failure to submit a formal bid in accordance with these requirements will be considered sufficient grounds for rejection of the entire bid.

- Insert corporation, partnership or individual, as applicable.

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**TO BE SUBMITTED WITH BID PROPOSAL**

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the data given must be clear and comprehensive.

1. Name of Bidder \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FEIN: \_\_\_\_\_

2. Permanent main office address \_\_\_\_\_  
\_\_\_\_\_

3. When organized or began business \_\_\_\_\_

4. If a corporation, where incorporated \_\_\_\_\_

5. How many years have you been engaged in the contracting business under your present firm name?  
\_\_\_\_\_

6. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why \_\_\_\_\_

7. Prequalification package: Bidders shall submit two (2) copies of a prequalification submittal with their bid. The prequalification submittal shall include the following:

a. Project Experience

i. Rehabilitation Experience - Provide a complete record of their experience in the rehabilitation of painted steel/water storage tanks conforming to AWWA standards with a minimum capacity of 0.50 million gallons [MG]. The record shall indicate the size of the tank, the name and address of the owner, the year of rehabilitation, and the name of the engineer for each project.

ii. Maintenance and Inspection Experience – Provide a complete record of their experience in the annual inspection and maintenance of steel painted water storage tanks with a minimum capacity of 0.50 [MG] and a maximum capacity of 2 MG. The record shall indicate the size of the tank, the name and address of the owner, the year of the work , and the engineer for each project.

b. Contracts on Hand - (indicate location, client, gross amount of each contract, approximate anticipated dates of completion, A/E name, address and contact person).

c. Company Personnel – Provide the names, project responsibilities, experience on similar projects and resumes for personnel responsible for the following:

- Project Manager
- Design Engineer

## TO BE SUBMITTED WITH BID PROPOSAL

- Site Superintendent
  - Quality Control Manager
- d. Construction Equipment, Materials and Methods – Provide the following:
- Summary of all equipment to be used in the rehabilitation of the tank.
  - Construction schedule and plan including labor requirements and responsibilities, sequencing, materials and methods.
  - Quality control plan and procedures including testing, correcting deficiencies, systems and methods, schedule and responsibilities.
  - List all major suppliers and subcontractors who may work on this project.
- e. Financial Capacity – Provide the following:
- References for bank and bonding company
  - Insurance Limits
  - Warranty Statement
  - Annual Reports and/or financial statements
  - Credit Available (written evidence)
- f. Safety Plan
- The Proposer shall submit a formal Safety Plan stating company policy on all safety procedures. Document procedures to include workers protection, confined space, and general safety procedure. Safety Program may be submitted on a separate CD or other electronic media.
- g. Environmental
- Each firm is responsible for testing the current materials in place on the tank for hazardous content. All work must comply with OSHA Confined Space Entry, New York State of Health Department, AWWA, NSF Regulations, EPA Standards, and the “10 States Standards” – Recommended Standards for Water Works Latest Addition. Proposals will be considered and should be written to provide the contracted maintenance of the tank previously listed within the RFP.
- h. Quality Assurance
- Each firm shall provide a description of the proposing company’s assurance to conduct and complete all work in adherence with all environmental, federal, and state regulations. The proposing company MUST address a quality assurance program in place to confirm all associated work will be completed in accordance with manufacturer’s recommendations, OSHA regulations, SSPC standards, AWWA specifications, and ANSI/NSF Standard 61 requirements.

**TO BE SUBMITTED WITH BID PROPOSAL**

- i. Provide a description of the proposing company’s adherence to all requirements set forth by the International Organization of Standardization (ISO), under ISO 9001:2015. The proposing company must possess an ISO 9001:2015 Certification. Firms that do not possess an ISO 9001:2015 Certification or equivalent will not be considered. The proposing Firm must submit a copy of their ISO 9001:2015 certification.
  - j. The contractor shall sign, date and notarize the information provided and certify that to the extent of the Contractor’s knowledge, the information is true and accurate, and the design and construction supervisory personnel for the tank construction will be directly involved with and used on this project. Substitutions of personnel and/or methods will not be allowed without the written authorization of the Owner.
8. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in certification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NAME OF CONTRACTOR

BY \_\_\_\_\_

TITLE \_\_\_\_\_

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**TO BE SUBMITTED WITH BID PROPOSAL**

**NON-COLLUSION CERTIFICATION**

The Bidder certifies that:

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

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

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

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

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

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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

(Corporate Seal,  
if any)

Sincerely yours,

Firm \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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## TO BE SUBMITTED WITH BID PROPOSAL

### CERTIFICATE OF NON-DISCRIMINATION

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, gender, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employees and that employees are treated (during employment), without regard to their race, gender, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places and available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided by the agency contracting officer), advising the labor union or workers' representative of the Contractor's commitments under Section 202 of *Executive Order No. 11246 dated September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order No. 11246 of September 24, 1965*, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order No. 11246 of September 24, 1954*, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in *Executive Order No. 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order No. 11246 of September 24, 1964*, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of *Executive Order No. 11246 of September 24, 1965*, so that such provisions will be binding upon such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**TO BE SUBMITTED WITH BID PROPOSAL**

Firm \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Corporate Seal,  
if any)

Date \_\_\_\_\_



**BASE BID**  
**BID PROPOSAL – VILLAGE OF BALLSTON SPA – JOHN STREET TANK REHABILITATION**

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	TOTAL PRICE IN WRITING	TOTAL PRICE (Numerical Only)
1	LUMP SUM	Furnish and install all labor, materials, tools, plant, and equipment to complete John Street Rehabilitation, Complete Per Lump Sum.		\$
<b>TOTAL AMOUNT OF BASE BID – JOHN STREET TANK REHABILITATION</b>				
_____				\$
AMOUNT IN WRITING				
<b>DEDUCTIBLE ALTERNATIVE NO. 1 – COMMUNICATIONS CORRAL</b>				
_____				\$
AMOUNT IN WRITING				
<b>TOTAL AMOUNT OF BASE BID LESS DEDUCTIBLE ALTERNATIVE NO. 1</b>				
_____				\$
AMOUNT IN WRITING				
<b>2025 ANNUAL INSPECTION AND MAINTENANCE COST</b>				
_____				\$
AMOUNT IN WRITING				
<b>ANNUAL INFLATIONARY ADJUSTMENT PERCENTAGE APPLICABLE TO YEARS 2026 THROUGH 2043</b>				
_____				%
AMOUNT IN WRITING				
<ul style="list-style-type: none"> <li>• DEPENDING UPON THE AMOUNT OF THE TOTAL BASE BID, THE OWNER RESERVES THE RIGHT TO ELIMINATE ANY OR ALL OF THE CONTRACT WORK, BASED UPON THE AVAILABILITY OF FUNDS, WITHOUT COST OF ANY NATURE TO THE OWNER.</li> <li>• THE OWNER RESERVES THE RIGHT TO ELIMINATE ANNUAL INSPECTION AND MAINTENANCE COSTS FROM THE CONTRACT AT ANY TIME UPON DELIVERY OF AT LEAST THREE (3) MONTHS ADVANCE NOTICE.</li> </ul>				

**TO BE SUBMITTED WITH BID PROPOSAL**

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**TO BE SUBMITTED WITH BID PROPOSAL**

**BID (PROPOSAL)**

(Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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 date of opening of bids.

In computing this bid, Bidder has not included the sales and compensating use taxes of the State of New York for any supplies or materials to be sold to the Owner pursuant to the provisions of the modifications to the General Conditions which are exempt from such taxes in accordance with the provisions of the modifications to the General Conditions.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract attached within ten (10) days and deliver a Surety Bond, or Bonds, as required by the General Conditions. The bid security attached in the sum of \_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_ ) is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder acknowledges receipt of the following Addendum:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

Respectfully Submitted:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Business Address & Zip Code

(SEAL - if bid is by  
a corporation)

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**AGREEMENT**

**1.4.01 THIS AGREEMENT**, made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Village of Ballston Spa, hereinafter called the Owner, and \_\_\_\_\_ hereinafter called the Contractor,

WITNESSETH, that whereas the Owner intends to purchase materials for, and have constructed, JOHN STREET TANK REHABILITATION hereinafter called the Project, in accordance with the Drawings, Specifications and other Contract Documents prepared by Laberge Group, 4 Computer Drive, West, Albany, New York 12205.

NOW, THEREFORE, The Owner and Contractor for the considerations hereinafter set forth agree as follows:

**1.4.02 THE CONTRACTOR AGREES** to sell all materials to be incorporated into the work and to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

a. **CONTRACT TIME:** Work under this Agreement shall be commenced upon written notice to proceed, and shall be completed within the period as set forth in the Proposal.

b. **SUBCONTRACTORS:** The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any subcontractor and the Owner.

**1.4.03 THE OWNER AGREES** to purchase, and the Contractor agrees to sell and to accept, in full payment for all materials to be incorporated into the project, and for the furnishing of all work and labor required for the construction of the project, the Contract Amount of \_\_\_\_\_00/100 Dollars (\$\_\_\_\_\_), in accordance with the provisions of the Contract Documents.

a. **TITLE** to all materials to be sold by the Contractor to the Owner, pursuant to the provisions of this Contract, shall immediately vest in the Owner, upon delivery of such materials to the job site, before their installation or incorporation into the project. Such materials then become the sole property of the Owner, subject to the right of the Owner and the Engineer to reject the same, within a reasonable period, for failure to conform to the standards and specifications of the Contract Documents and the purchase orders.

b. **PROGRESS PAYMENTS** will be made in accordance with the General Conditions of the Contract.

**1.4.04 CONTRACT DOCUMENTS:** The Contract comprises the Contract Documents listed in the General Conditions of the Contract and as supplemented herein. In the event that any provision of one Contract Document

conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Agreement (This Instrument);
- b. Addenda to Contract Documents;
- c. Remaining Legal and Procedural Documents
  1. Proposal
  2. Information for Bidders
  3. Advertisement;
- d. Special Specification Requirements;
- e. Detailed Specification Requirements;
- f. Drawings;
- g. Special Conditions;
- h. General Conditions of the Contract (Sections 2.1 through 2.7);
- i. Bonds
  1. Performance Bond
  2. Labor and Material Payment Bond
  3. Proposal Guaranty.

**1.4.05 AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:** All work shall be done under the general review of the Engineer. The Engineer shall decide any and all questions, which may arise, as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

**1.4.06 SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereon shall inure to the benefit of and be binding upon the Owner and the Contractor, respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

**1.4.07 SPECIAL PROVISIONS:** The Owner and the Contractor mutually agree that this Agreement shall be subject to the following Special Provisions, which shall supersede other conflicting provisions of this Agreement.

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

**CONTRACTOR**

\_\_\_\_\_  
Firm Name

\*  
\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip

**OWNER**

Village of Ballston Spa  
Municipality

\*  
\_\_\_\_\_  
By Frank Rossi, Jr.

Mayor  
Title

66 Front Street  
Business Address

Ballston Spa                      New York                      12020  
City State Zip

- \* The Owner and Contractor shall place their respective seal (if any) over the signature of each authorized person signing this Agreement.

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**SECTION 1.5**

**BID BOND**

**1.5.01 KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_, hereinafter called the Principal, as Principal, and the \_\_\_\_\_, of \_\_\_\_\_, a corporation duly organized under the laws of the State of New York, hereinafter called the Surety, as Surety, are held and firmly bound unto Village of Ballston Spa, 66 Front Street, Ballston Spa, New York 12020 hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**1.5.02 WHEREAS**, the Principal has submitted a bid for John Street Tank Rehabilitation.

**1.5.03 NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**1.5.04 SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2024.

In the presence of: \_\_\_\_\_ (Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS TITLE

\_\_\_\_\_  
SURETY (Seal)

\_\_\_\_\_  
WITNESS TITLE

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**SECTION 1.6**

**PERFORMANCE BOND**

**1.6.01 KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_

\_\_\_\_\_, as Principal, hereinafter called the Contractor and

(Here insert the name and address or legal title of the Contractor)

\_\_\_\_\_  
(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Village of Ballston Spa, 66 Front Street, Ballston Spa, New York 12020 as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**1.6.02 WHEREAS**, the Contractor has by written agreement dated \_\_\_\_\_, 2024 entered into a contract with Owner for John Street Rehabilitation in accordance with drawings and specifications prepared by LABERGE GROUP, 4 COMPUTER DRIVE WEST ALBANY, NEW YORK 12205 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**1.6.03 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- a. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- b. Whenever the Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - 1. Complete the Contract in accordance with its terms and conditions; or
  - 2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

- d. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

**1.6.04 SIGNED AND SEALED** this \_\_\_\_\_

day of \_\_\_\_\_ A.D. 2024.

In the presence of:

\_\_\_\_\_  
PRINCIPAL (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

**SECTION 1.7**

**LABOR AND MATERIAL PAYMENT BOND**

**1.7.01 KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_,  
\_\_\_\_\_, as Principal, hereinafter called the Principal, and  
(Here insert the name and address or legal title of the Contractor)

\_\_\_\_\_  
(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Village of Ballston Spa, 66 Front Street, Ballston Spa, New York 12020 as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars

(Here insert a sum equal to at least 100% of the Contract price)

(\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind ourselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**1.7.02 WHEREAS**, the Principal has by written agreement dated \_\_\_\_\_, 2024 entered into a contract with Owner for John Street Tank Rehabilitation in accordance with drawings and specifications prepared by LABERGE GROUP, 4 COMPUTER DRIVE WEST ALBANY, NEW YORK 12205 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**1.7.03 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

a. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

b. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

c. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is

prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a State Court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

d. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

**1.7.04 SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2024.

In the presence of:

\_\_\_\_\_  
PRINCIPAL (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

**PART 2**

**GENERAL CONDITIONS OF THE CONTRACT**

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# GENERAL CONDITIONS OF THE CONTRACT

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## SECTION 2.1

### CONTRACT DOCUMENTS

**2.1.01 GENERAL:** The Contract Documents comprise the following general classification of documents, including all additions, deletions and modifications incorporated therein before the execution of the Agreement:

- a. Bidding Documents;
- b. Contractual Documents;
- c. General Conditions of the Contract;
- d. Special Conditions;
- e. Drawings and Specifications;

**2.1.02 BIDDING DOCUMENTS:** Documents issued by the Owner to assist bidders in preparing their proposals include:

- a. Advertisement;
- b. Information for Bidders;
- c. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed;
- d. Proposal Guaranty: A cashier's check or Bidder's Bond shall accompany the Proposal submitted by the Bidder, as a guaranty that the Bidder will enter into an Agreement with the Owner for the construction of the work, if the Contract is awarded to him;
- e. Addenda to Contract Documents: Any Addenda issued during the time of bidding or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

#### **2.1.03 CONTRACTUAL DOCUMENTS:**

- a. Agreement: The Agreement covers the performance of the work described in the Contract Documents, including all supplemental Addenda thereto and all general and special provisions pertaining to the work or materials therefor;
- b. Bond: The Contractor shall, at the time of his execution of the Agreement, furnish bonds in a form prescribed by the Owner, with a Surety Company authorized to do business in the State where the work is located, as follows:
  1. Performance Bond in an amount equal to 100% of the Contract Amount as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
  2. Labor and Material Payment Bond in an amount equal to 100% of the Contract Amount as a guaranty of good faith on the part of the Contractor to make all payments for labor and material in connection with the Contract.

**2.1.04 GENERAL CONDITIONS OF THE CONTRACT:** The General Conditions outline certain general responsibilities of the Owner and the Contractor (who are the parties to the Contract) and also those responsibilities delegated by the Owner to the Engineer.

a. Modifications of the General Conditions are included so that these General Conditions of the Contract may be exactly tailored to the specific project.

**2.1.05 SPECIAL CONDITIONS:** Special Conditions are special provisions, not included in the General Conditions of the Contract, which apply to this specific project.

**2.1.06 DRAWINGS AND SPECIFICATIONS:** The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

a. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk;

b. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the Owner. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner. The Drawings and Specifications shall be considered inseparable documents and in considering them, the Contractor shall rely upon both instruments in order to perform the work in accordance with their combined intent;

c. Aerial Photography and/or Mapping: If the detail plans are based upon field surveys and/or aerial photography mapping, the date of field surveys and/or photography for each plan/profile sheet is shown thereon. It is specifically noted that above ground and underground facilities and objects of every nature have changed since the dates of field surveys and/or photography being added to or deleted from the landscape or being otherwise modified. The Owner expressly disclaims the responsibility for the accuracy or completeness of the information given on the Drawings with respect to existing facilities and objects of every nature, above or below ground, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, such information being shown only for the convenience of the Contractor. The Contractor shall, independently and on his own account, verify the information given to his own satisfaction prior to submitting his Proposal, which Proposal shall include in the various unit prices or lump sum prices bid, sufficient compensation to cover all costs which may be incurred by the Contractor on account of any and all inaccuracies or incompleteness of information shown;

d. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make clear or specific, the Drawings and Specifications, or as may be necessary to explain or illustrate changes in the work to be done;

e. Copies Furnished to Contractor: All required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge, except as otherwise provided;

f. Dimensions: Only figured dimensions on the Drawings will be used by the Contractor. Where the work of the Contractor is affected by finished dimensions, these shall be determined by the Contractor at the site and he shall assume the responsibility therefor;

g. Reference To Other Specifications: Where reference is made to specifications such as ASTM, AWWA, AASHTO, etc., the latest edition shall be used. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or

body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of Advertisements for Bids, even though reference has been made to an earlier standard. Reference to a technical society, organization or body, may be made in the Specification by abbreviations in accordance with the following list:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWPA	American Wood Preservers Association
AWSC	American Welding Society Code
AWWA	American Water Works Association
DIPRA	Ductile Iron Pipe Research Association
NEMA	National Electrical Manufacturers Association
Fed. Spec.	Federal Specifications

Where reference is made to New York State Department of Transportation's "Standard Specifications", it is intended to mean the "Standard Specifications" of the Design and Construction Division, Department of Transportation, State of New York. Wherever reference is made to the "Standard Specifications", as amended, it is intended that the quality of materials and method of construction be that as contained in the latest edition, as amended, for like materials and items of work. Where the latest edition, as amended, does not embrace like materials or items of work, as specified herein, the provisions of the latest previous edition shall govern.

When no reference is made to a code, standard or specification, the Standard Specifications of the A.S.T.M. shall govern.

**2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:** The Contractor shall maintain one complete set of the Contract Documents at the job site which shall be available to the Engineer at all times and upon which the Contractor shall record all changes and field adjustments.

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## SECTION 2.2

### OWNER-CONTRACTOR-ENGINEER RELATIONS

#### **2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:**

a. Prohibited Interests: No officer, employee or any representative of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any Subcontractor in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project or any part thereof.

b. Lands by Owner: The Owner will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the Owner will be deemed proper cause for adjustment in the contract amount and in the time of completion;

c. Base Lines and Bench Marks: Unless otherwise specified, the Owner will establish base lines necessary for the location of the principal component parts of the work, together with a suitable number of elevation bench marks adjacent to the work;

d. Owner's Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion and after five days written notice to the Contractor, the Owner, may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project;

e. Suspension of Work by Owner: The Owner shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents;

1. Notice: The work, or any portion thereof, may be suspended at any time by the Owner provided that he gives the Contractor five days notice of suspension which shall set forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Owner and within ten days after the date set forth in the notice of suspension. If the Owner does not give written notice to resume work within the ten days of the date fixed in the notice of suspension, the Contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.7.15 "Payment for Work Suspended By the Owner."

f. Owner's Right to Terminate Agreement and Complete the Work: The Owner shall have the right to terminate his agreement with the Contractor after giving ten days written notice of termination to the Contractor without cause or in the event of any default by the Contractor.

1. Default by Contractor: It shall be considered a default by the Contractor whenever he shall:

(a) Declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors;

(b) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof;

(c) Fail to provide a qualified superintendent, competent workmen or subcontractors or proper materials, or fail to make prompt payment therefor.

2. Completion by the Owner: In the event of termination of the Agreement by the Owner because of default by the Contractor, the Owner may take possession of the work and of all

materials and equipment thereon and may finish the work by whatever method and means he may select.

**2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:** All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations by the Engineer or persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques and procedures and for providing a safe place for the performance of the work by the Contractor, Subcontractors, suppliers and their employees and for access, use, work or occupancy by all authorized persons.

a. **Lands Provided by the Contractor:** Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.

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

b. **Surveys:** Based upon the information provided by the Owner, the Contractor shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall carefully preserve bench marks, reference points and stakes and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points and stakes.

The Contractor shall engage the services of either a Professional Land Surveyor or Professional Engineer in private practice and licensed in New York State to: make the stake-out survey for construction purposes; replace monuments and property markers disturbed by construction; perform such work to only the highest standards of professional practices; and to promptly furnish to the Engineer neat and clean copies of all field notes, maps, etc.

The Contractor shall furnish all stakes and markers and shall furnish such labor or assistance as the Engineer may require in checking and measuring the work and for any other surveying purpose;

c. **Public Utilities:** The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them;

d. **Obstructions:** In addition to showing the structures to be built, the Drawings may show certain information obtained by the Owner regarding the pipes, conduits, poles, utilities and other structures which exist along the lines of the work, both at and below the surface of the ground.

The Owner expressly disclaims the responsibility for the accuracy or completeness of the information given on the Drawings with respect to the foregoing, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness or omission of such information; said information being shown only for the convenience of the Contractor who must verify the information given to his own



satisfaction. He shall independently, and on his own account, make any underground explorations or similar investigations prior to submitting his proposal.

The giving of this information on the Contract Drawings shall not relieve the Contractor of his obligation to support, protect, repair and/or relocate all pipes, conduits, poles, utilities and other structures and to make good all damage done by his operations at his own cost and expense, unless otherwise provided for in these Specifications;

e. Superintendent: A qualified superintendent, who is acceptable to the Owner, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all instructions given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of this Contractor's superintendent to coordinate the work of all the Subcontractors. The superintendent shall be present on the site at all times to perform adequate supervision and coordination;

f. Subcontracts: At the time set forth in the Contract Documents or when requested by the Owner, the Contractor shall submit in writing, for review of the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Owner. The Contractor is responsible, to the Owner, for the acts and deficiencies of his Subcontractors and of their direct and indirect employees to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.

1. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Engineer an arbiter to establish limits to the contracts between Contractor and Subcontractor;

g. Contractor's Right to Suspend Work or Terminate Agreement: The Contractor may suspend work or terminate his Agreement with the Owner upon ten days written notice to the Owner for any of the following reasons:

1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the Contractor or his employees;

2. If the Owner should fail to act upon any Request for Payment within forty-five days after it is presented in accordance with the General Conditions of the Contract; or

3. If the Owner should fail to pay the Contractor any sum within forty-five days after its award by arbitrators;

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

**2.2.03 RESPONSIBILITY OF THE ENGINEER:** The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Engineer, as set forth herein, shall not be extended except through written consent of the Engineer and the Owner.

a. Observation of the Work: All materials and each part or detail of the work shall be subject, at all times, to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply whether mill, plant or shop.

The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor, as is required, to make his observations and construction review;

b. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the performance of the work;

c. Engineer's Decisions: All claims of the Owner or the Contractor shall be presented to the Engineer for decision which shall be final except in cases where time and/or financial considerations are involved which shall be subject to arbitration.

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

**2.2.05 OBSERVATION OF COMPLETED WORK:** The Contractor shall remove or uncover such portions of the completed work as may be directed by the Owner at any time before acceptance of the work. After examination, the Contractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing and restoring of the work shall be at the Contractor's expense.

**2.2.06 INSPECTION BY STATE AND/OR FEDERAL REPRESENTATIVES:** The authorized representatives of Federal and State Agencies shall have access to the work wherever it is in preparation of progress and the Contractor shall provide proper facilities for such access and inspection.

The Contractor shall agree that representatives of the Federal and State Agencies will have access to the work at any time they may desire and that records, materials, equipment and work completed or under construction which are subject to inspection, review or examination by the Engineer or Owner may be examined by said representatives at any time they may desire. The Contractor shall provide proper and reasonable facilities for such inspection, review or examination and shall provide the inspecting representatives with a guide in the person of a construction superintendent, foreman, engineer or other qualified or informed representative of the Contractor for the duration of each inspection period.

The provision of proper and reasonable facilities and the provision of a guide will be at the Contractor's sole cost and expense. The Contractor will receive no direct payment for providing such facilities and guide and compensation for same shall be included in the prices to be paid for the various Items of the Contract.

**2.2.07 WORK BY OWNER OR OTHER CONTRACTORS:**

a. Separate Contracts: The Owner may let other contracts in connection with the Construction. The Contractor shall cooperate with other contractors with regards to storage of materials and execution of their work. It shall be the Contractor's responsibility to observe all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities shall indicate that the work of other contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known and which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner, immediately, any differences between completed work by others and the provisions of the Contract Documents;

b. Written Agreement: Whenever work being done by the Owner, through his own employees or through other contractors, is contiguous to work covered by the Contract Documents the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

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## SECTION 2.3

### MATERIALS, EQUIPMENT AND WORKMANSHIP

**2.3.01 MATERIALS AND EQUIPMENT:** The materials and equipment installed in the work shall meet the requirements of the Contract Documents and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the Contractor. The Contractor shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

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

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

2. The Contractor shall abide by the Engineer's recommendations when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by individual trades or material suppliers. The Engineer will review the proposed substitutions and make his recommendations in writing within a reasonable time;

b. Space Requirements: It shall be the responsibility of the Contractor to insure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

Before ordering any material or doing any work, the CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT A STRUCTURE ON PROJECT AS CONTEMPLATED BY THIS CONTRACT AND SHALL BE RESPONSIBLE FOR CORRECTNESS OF SAME. No extra charge or compensation will be allowed on account of difference between actual dimensions and measurements indicated on Drawings, any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work;

c. Excavation For Test Pits: Under this Contract, the Contractor shall perform excavation for test pits and other exploratory excavation as may be desirable for locating underground structures or for examining the trench conditions in advance of actual trenching operations, when required by the Engineer.

Wherever the Engineer shall so recommend, the Contractor shall excavate test pits. The work shall be carefully performed within the limits given by the Engineer, by hand digging so as not to disturb or injure underground structures. The Engineer may require the Contractor to provide sheeting or suitable bracing if conditions so warrant. Pumps shall be provided for dewatering, if so recommended by the Engineer.

The safety of persons and property shall be guarded by the use of barricades and warning lights, the same as prescribed under the provisions of excavation under the appropriate Items of this Contract.

After the information on underground conditions has been noted, the test pit shall be promptly filled in. Material used in backfilling shall be "selected backfill" in accordance with Item No. 3B of the Contract Specifications, unless, in the opinion of the Engineer, the excavated materials are suitable. Excess material from the excavation shall be promptly disposed of in an approved manner.

No test pit or exploratory excavation shall remain open overnight, except with the express permission of the Engineer.

Where the Contractor may consider it necessary for his own convenience, he may, at his option, excavate test pits for exploratory purposes. However, unless specifically directed by the Engineer, such work shall be performed as an adjunct to other Items of the Contract, at the Contractor's own cost and expense. Where the Contractor is specifically directed by the Engineer to excavate Test Pits, the Contractor will be reimbursed at a unit price of \$30.00 per cubic yard, for the total volume of excavation measured within the lines given by the Engineer. Where the volume of excavation is less than 3-1/3 cubic yards, the Contractor will be guaranteed a minimum of \$100.00 per test hole. The volume to be paid for shall be strictly limited to the lines given and any excess excavation shall be at the Contractor's own cost and expense.

The above payment shall be considered reimbursement to the Contractor for: the cost of excavation; protection of the trench by sheeting, bracing, barricades and warning lights; dewatering; backfilling; together with all other labor materials, tools, plant and equipment to properly perform the work. No added allowance to cover any claim for overhead and profit will be due the Contractor, the same being considered allowed for in the unit price of the minimum herein agreed;

d. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly and in harmony with the intent of Contract Documents and to make all changes in the work required by such arrangement;

e. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents or which are not equal to samples reviewed by the Engineer, or which are in any way unsatisfactory or unsuited to the purpose for which they are intended shall be termed unacceptable and shall not be furnished nor installed in the work;

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

g. Manufacturer's Directions: Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as recommended by the manufacturer.

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

a. Samples For Tests: Contractor shall furnish such samples of materials as may be required for examination and testing. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents;

b. Tests: Reviews and tests required to establish compliance with the Contract Documents, except as otherwise provided in the Contract Documents, will be made by an independent testing agency selected by the Owner. The cost of the initial services of such agency will be paid by the Owner, unless the test indicates non-compliance with the Contract Documents, in which case the cost thereof shall be borne by the Contractor. When the initial tests indicate non-compliance with the Contract Documents, the cost of any subsequent retesting occasioned by such non-compliance shall be borne by the Contractor. The Contractor shall provide facilities for access for inspection and testing.

Reviews or tests required by codes or ordinances, or by a plan approval authority and made by a legally constituted authority shall be the responsibility of, and paid for by, the Contractor.

Reviews or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor;

c. Contractor's Guaranty: All samples shall be submitted by the Contractor with a covering letter indicating that such samples are recommended by the Contractor for the service intended and that the Contractor's Guaranty will fully apply;

d. All materials, equipment and workmanship shall be in accordance with samples guaranteed by the Contractor and reviewed by the Engineer.

**2.3.03 SHOP DRAWINGS:** The Contractor shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the Contractor and the Engineer.

a. Contractor's Certification: When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. The Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and the Contractor's Guaranty will fully apply;

b. Before initiating work, the Contractor shall prepare a list of all materials and equipment and a schedule for the submission of shop drawings for the review of the Engineer. Shop drawings, samples and equipment data shall be accompanied by the Contractor's transmittal letter, in duplicate, and shall be dated and contain: name of project; description of names of equipment; materials and items; complete identification of locations at which materials or equipment are to be installed; number of drawings, samples, titles and other pertinent data.

Unless otherwise specified, the number of shop drawings, samples and equipment data which the Contractor shall submit and, if necessary, resubmit, is the number that the Contractor requires to be returned, plus three (3) paper and one (1) electronic copy in PDF format which will be retained by the Engineer.

If the Engineer's review determines that a particular drawing, sample or equipment data is not acceptable, one copy of same shall be returned to the Contractor.

**2.3.04 EQUIPMENT DATA:** The Contractor shall submit, for the Engineer's review, complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This submission shall be compiled by the Contractor and reviewed by the Engineer before any of the equipment is ordered.

a. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference;

b. Relation to Contract Documents: Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has, in writing, called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the Items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors;

c. Contractor's Certification: Equipment data shall be submitted by the Contractor with a covering letter indicating that he has reviewed, checked and approved the data submitted, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents and that he

has verified all field measurements and construction criteria, materials, catalog numbers and similar data. Contractor shall also certify that the work represented by the equipment catalog is recommended by the Contractor and that his Guaranty will fully apply;

d. Operating Instructions, Etc.: At a time prior to the operation and acceptance of the equipment, the Contractor shall furnish and deliver to the Engineer ten (10) complete sets of approved shop drawings, instructions, technical bulletins, diagrams, spare parts lists and diagrams, etc., containing full and complete information required for the proper operation, maintenance and repair of the equipment. All materials submitted shall be suitably bound and indexed. All materials shall be bound in heavy duty 3-ring binders with pockets for drawings, etc. which are not suitable for punching. This requirement is in addition to the shop drawings submitted for the Engineer's review;

e. Experience Clause: Equipment which does not meet experience periods specified herein can be considered only if the equipment supplier or manufacturer provides an acceptable bond or cash deposit which will guarantee in full the cost of removal and replacement in the event of equipment failure. The period of time for which the bond or cash deposit is required shall be equal to the experience period specified. The equipment which does not meet the specified experience period, but is being proposed under the conditions stated above, shall meet all technical requirements. The requirements as stated above will also apply to new materials as well as equipment.

**2.3.05 REJECTED WORK AND MATERIALS:** Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten days after written notice is given by the Owner and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

a. Should the Contractor fail to remove rejected work or materials within ten days after written notice to do so, the Owner may remove them and may store the materials;

b. Correction of faulty work after final payment shall be in accordance with Paragraph 2.6.17.

**2.3.06 CUTTING AND PATCHING:** The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as recommended by the Engineer. Any cutting of the existing structure that may endanger the work, adjacent property, workmen or the public shall not be done.

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

**2.3.08 GUARANTY:** The Contractor shall guarantee all materials, equipment furnished and the work performed for a period of one year from the date of written acceptance of the work.

a. The Performance Bond shall remain in full force and effect during the guaranty period;

b. Correction of faulty work after final payment shall be as provided in Paragraph 2.6.17.



## SECTION 2.4

### INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

**2.4.01 INSURANCE:** The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to company, limit, form, and amount. The Contractor shall not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor.

a. **Types:** The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation Insurance, Comprehensive General Liability Insurance, Owner's Contractor's Protective Liability and Commercial Umbrella Insurance and Automotive Insurance, all as detailed in the following portions of this specification.

b. **Evidence:** As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction to coverage within thirty (30) days notice in writing, to be delivered by registered mail, to the Owner. Should any policy be cancelled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

c. **Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be cancelled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

d. **Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

**2.4.02 WORKMEN'S COMPENSATION INSURANCE:** Before the Agreement between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all Subcontractors have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workmen's Compensation Insurance Laws.

**2.4.03 COMPREHENSIVE GENERAL LIABILITY INSURANCE:** Before commencement of the work, the Contractor shall submit written evidence that he and all his Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance coverage and will provide updated proof as policies renew throughout the period of the contract. This coverage shall provide limits of \$1,000,000 per occurrence for both bodily injury, personal injury and property damage with a general aggregate limit of \$2,000,000. This coverage will include products and completed operations as applicable including an additional \$5,000,000 umbrella. The Comprehensive General Liability Insurance shall include as Additional Insured: the Owner, the Engineer and his consultants, and each of their officers, agents and employees, and, if the project is funded with monies from a New York State Program, State of New York. Included in such insurance will be contractual coverage sufficiently broad to insure the provisions of Paragraph 2.4.06.

**2.4.04 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY:** Before commencement of the work, the Contractor shall submit written evidence that he has obtained, for the period of the Contract, an Owner's and Contractor's Protective Liability Policy with one million dollars (\$1,000,000) coverage per occurrence.

**2.4.04A BUILDERS' RISK "ALL RISK" INSURANCE: (APPLICABLE TO BUILDING CONSTRUCTION PROJECTS ONLY.)** Before commencement of the work, the Contractor shall submit written evidence that he has obtained, for the period of the Contract, Builders' Risk "All Risk" Completed Value Insurance coverage, including Flood and Earthquake, upon the entire project which is the subject of this Contract, including completed work and work in progress. Such insurance shall include as Additional Named Insured: The Owner; the Engineer and his consultants; and each of their officers, employees and agents; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

a. Deductible: Deductible shall not exceed five thousand dollars (\$5,000) other than local earthquake provisions.

**2.4.05 AUTOMOTIVE INSURANCE:** The Contractor shall obtain Automotive Liability Property Damage Insurance covering the use of all owned, non-owned and hired vehicles of which the coverage, named insured, etc. shall be equal to that required for Comprehensive General Liability Insurance.

**2.4.06 INDEMNITY:** "The Contractor shall hold harmless, indemnify and defend the Owner, the Engineer and his Consultants, each of their officers and employees and agents, and Additional Insured on a primary and noncontributory basis including a waiver of subrogation from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner or Engineer."

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

**2.4.08 PERMITS:** All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

**2.4.09 LAWS TO BE OBSERVED:** The Contractor shall give all notices and comply with all Federal, State and Local Laws, Ordinances and Regulations in any manner affecting the conduct of the work and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner and the Engineer against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. The Contractor shall keep himself fully informed of all laws of the State and of the United States and of all Municipal Laws and Ordinances in any manner affecting the work of this Contract and of all orders or decrees of any body or tribunal having any jurisdiction or authority in any manner affecting said work and shall be responsible for a strict compliance therewith. If any clause of this Contract does not conform to any such law, such clause shall be void insofar as it conflicts with such law, and such law shall be operative in lieu thereof.

Each and every provision of law and clause required by law to be inserted in this Contract should be, is and is deemed to be inserted herein, and if through a mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be amended physically to make such insertion.

If this Contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

Nothing shall be construed as a waiver of any provision, division or subdivision of this Contract except in writing which: names specifically the provision, division or subdivision; states the extent to which it is waived; and is signed by the party making the waiver.

**2.4.10 WRITTEN NOTICE:** Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

a. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

**2.4.11 ASSIGNMENT OF CONTRACT:** Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

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

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

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

**2.4.15 PUBLIC CONVENIENCE:** The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants, on or adjacent to the work, shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to

insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches which shall not be obstructed.

Construction activities shall be confined to normal daytime working hours, except in extraordinary circumstances or emergencies.

**2.4.16 SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously, 24 hours per day, until acceptance of the work by the Owner and shall not be limited to normal working hours.

a. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

Under this Contract, the Contractor shall conform in all respects to the Occupational Safety and Health Act (OSHA) as amended. It shall be the Contractor's responsibility to furnish and install all materials and workmanship in strict compliance with the requirements of OSHA. If the contract plans and specifications do not conform to the requirements of OSHA, it shall be the Contractor's responsibility to correct same as recommended by the Engineer.

Additionally, the Contractor shall assume the defense of and indemnify and save harmless the Owner, all officers and agents of the Owner and the Engineer, from all claims, suits, actions, damages and costs of every name and nature, in consequence of any such non-compliance with said OSHA regulations.

**2.4.17 EXISTING CONSTRUCTION:** When new construction is adjacent to or crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor shall replace or repair all existing construction damaged in the execution of this Contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

**2.4.18 WATER SUPPLY AND SANITARY PROVISIONS:** The Contractor shall supply at convenient points, ample supplies of water for all of the operations under this Contract. Water from the supply of the Owner will be available to the Contractor at a charge. The method and points at which such water is taken, shall be designated by the Engineer and the pipe, hose, pumps and other means of conveying the water to the point or points needed, shall be at the expense of the Contractor.

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the Local and State Departments of Health.

**2.4.19 LIMIT OF LIABILITY:** The Contractor and his Subcontractors are skilled and experienced in the use and interpretations of plans and specifications such as those included in the bid documents for this Contract. They have carefully reviewed the plans and specifications and have found them free of ambiguities and sufficient for bid purposes. Further, they have based their bid solely on these documents, not relying in

any way on any explanation or interpretation, oral or written, from any other source. Having assured himself of the adequacy of the documents and the accuracy of his bid, the Contractor agrees and shall require his Subcontractors to agree to limit the liability of the Owner and of the design professional to a total aggregate liability to the Contractor of \$50,000 or 50% of the amount of the design professional's total fee for services rendered on this project, whichever is the greater. Except as may be otherwise provided in these specifications, neither the Contractor nor any of his Subcontractors assume any liability for the sole errors, omissions or negligent acts of the design professional.

**2.4.20 CONSTRUCTION LOSSES & PROTECTION AGAINST CLAIMS & LIABILITIES:** As between the Contractor and the Owner, all damage of whatever nature resulting from the work or resulting to the work during its progress, from whatever cause, including omissions and supervisory acts of the Owner, shall be borne and sustained by the Contractor. All work shall be solely at the Contractor's risk until it has been finally completed, as established by the Engineer's Statement of Substantial Completion of the Contract. Any defect, omission or mistake on the part of the Contractor may be made good by the Owner at the sole expense of the Contractor.

It is agreed that borings and test pits cannot give complete information as to subsurface conditions and that those which have been made in connection with this Contract do not give complete information, and therefore, the Contractor agrees to assume all risks contingent upon the nature of subsurface conditions to be actually encountered in doing the work under this Contract. Borings and subsurface information, if shown, is for the general information of the bidders and is not guaranteed. Information concerning borings, appended as reference for bidders, or otherwise, is not to be construed as part of the specifications. There is no expressed or implied agreement that the character of material has been correctly indicated or that variance might not be encountered. The bidder is advised to make his own investigations and conclusions.

The Contractor shall take all responsibility of the work and shall take all precautions for preventing injuries to persons or damage to property in and about the work; shall bear all losses resulting to him, losses sustained on account of the character, quality or quantity of any part or all of the work, or because of the nature of the land in or on which the work is done being different from what was estimated or indicated by borings and test pits, or any other data, or on account of the weather elements, or other causes; shall cover or protect the work from damage by fire, flood, or frost action; and all injury or damage to the work, regardless of the cause of such injury or damage before the completion of the Contract, shall be made good by him to the Owner. The Contractor shall assume the defense of, and indemnify and save harmless, the Owner, all officers and agents of the Owner and the Engineer, from all claims, suits, actions, damages and costs of every name and nature, relating to injuries to persons or damage to property; to labor, equipment or materials furnished for the work; to inventions, patents and patent rights used in doing the work; or in consequence of any improper materials, equipment, implements or labor used therein, and to any act, omission or neglect of the Contractor and his employees therein.

The Contractor shall be responsible for payment of all services, labor, equipment and materials furnished by or through him for the purposes of the Contract. The Contractor shall assume the defense of and indemnify and save harmless the Owner from all claims, suits, actions, damages and costs of every nature and name against the Owner from mechanics, laborers, subcontractors, materialmen and others, for services or labor performed or materials furnished for the purposes of the Contract. If through neglect of this provision, by the Contractor, or through any other neglect on the part of the Contractor, claims are made or are anticipated against the Owner, until such claims shall have been discharged or secured satisfactorily, the Owner may, in addition to other remedies, retain from any money due or that may thereafter become due the Contractor under the Contract, sums sufficient to cover said claims. Further, the Owner may, in such manner and in such amount as the Engineer may deem proper, apply any portions of sums thus retained toward the settlement of such claims, and such applications shall be deemed payments for the Contractor's account.

## SECTION 2.5

### LABOR PROVISIONS

**2.5.01 LABOR REQUIREMENTS:** The Contractor shall abide by all regulations and laws that relate to labor that may affect the work of this Contract, including Federal, State, County, Town, City and Village Regulations.

The Contractor shall not discriminate in employment of any of his employees because of age, race, creed, color or national origin.

The Contractor shall make such provisions for disability benefits, workmen's compensation, unemployment insurance, social security and safety code provisions, as required by law.

Certain applicable provisions of the State Labor Law are listed below and shall be complied with in the performance of this Contract as well as any other provisions of said law not herein referred to which may be applicable, the latter being incorporated herein by reference.

As used in this Section and in all other provisions of the Contract Documents, "Fiscal Officer" shall be deemed to be, on public work performed by or on behalf of the State or a public benefit corporation or a county, or a town, or a village or other civil division of the State except a city, the Industrial Commissioner of the State of New York, and on public work performed by or on behalf of a city, the Comptroller or other analogous officer of such city.

The Contractor specifically agrees, as required by Article 8 of the State Labor Law (Sections 220 and 220-d, as amended) that:

1. No laborer, workman or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law;

2. The wages (including supplements) paid for a legal day's work shall be not less than the prevailing rate of wages (including supplements) as defined by law;

3. Each laborer, workman or mechanic, employed by the Contractor, Subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the Fiscal Officer.

It is understood by the Contractor that the State Labor Law provides that the Contract shall be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

1. The stipulated wage scale or supplements as provided in the State Labor Law, Section 220, Subdivision 3, as amended, or;

2. Less than the stipulated minimum hourly wage scale, as provided in the State Labor Law, Section 220-d, as amended.

The Contractor specifically agrees, as required by the provisions of the State Labor Law, Section 220-e, as amended, that:

1. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color 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;

2. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color or national origin;

3. There may be deducted from the amount payable to the Contractor, by the State under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;

4. This Contract may be cancelled or terminated by the State or municipality and all monies 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;

5. The aforesaid provisions of Section 220-e covering the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

The Contractor specifically agrees, as required by the State Labor Law, Section 222, as amended, that:

1. Preference shall be given to citizens of the State of New York who have been residents for at least six months immediately prior to the commencement of their employment;

2. Persons other than citizens of the State of New York may be employed when New York citizens are not available;

3. The Contractor and each Subcontractor shall keep a list of his employees stating whether they are citizens of the State of New York, native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted;

4. If the State Labor Law, Section 222, as amended, be not complied with, this Contract shall be void.

The Contractor specifically agrees, as required by the State Labor Law, Section 222-a, as amended, that:

1. If in the construction of the work, a harmful dust hazard be created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor;

2. If the State Labor Law, Section 222-a, as amended, is not complied with, the Contract shall be void.

As provided in the General Regulations, as issued by the State Commission for Human Rights, it is hereby agreed by and between parties hereto that every Contractor and Subcontractor, engaged in the public work described in this Contract, shall post and maintain, at each of his establishments and at all places at which the public work described hereunder is being conducted, the notice of the said Commission for Human Rights indicating the substantive provision of the law pertaining thereto, as to where complaints may be filed along with other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

**2.5.02 MINIMUM HOURLY WAGE RATES:** The minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage Rate Schedule which is attached to the Contract Documents. The rate of wage and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the New York State Industrial Commissioner, or if the Owner be a city, by the Comptroller or other analogous officer of such city. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by Article 8 of the State Labor Law. If for any reason and at any time the State of New York, or the proper city officer, shall in any way supplement changes or amend such Prevailing Wage Rate Schedule, then the Contractor, Subcontractor or other person about or upon such public work shall follow such schedule as supplemented, changed, or amended. In no case shall

the Contractor be entitled to any additional compensation or extras because of any supplement, change or amendment of the Prevailing Wage Rate Schedule.

The Contractor and every Subcontractor shall post, in a prominent and accessible place on the site of the work, a legible statement of all wage rates and supplements, as specified in the Contract to be paid or provided, as the case may be, for the various classes of mechanics, working men or laborers employed on the work.

If this project is to receive a grant-in-aid from the Federal Government, then the Contractor shall comply with the requirements of the Labor Standards as issued by the Secretary of Labor (or with such other Federal requirements specifically included in the Contract Documents), including compliance with the specific Federal Wage Determination Rate for this project. The above requirements are attached to the rear cover of the Contract Documents if the project is to receive Federal Aid.

The Contractor and every Subcontractor shall post, in a prominent and accessible place on the site of the work, a legible copy of the State Wage Rate Schedule (including supplements), together with a legible copy of the Federal Wage Determination Rate Schedule (if such is included in the Contract Documents).

The rates established by each schedule are minimum and all employees shall be paid no less than the established rate listed for each trade or occupation. In case of conflict between schedules in any one trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.



## SECTION 2.6

### PROGRESS AND COMPLETION OF WORK

**2.6.01 NOTICE TO PROCEED:** Following the execution of the Contract by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

**2.6.02 PRE-CONSTRUCTION CONFERENCE:** The Contractor and pertinent Subcontractors, if any, shall attend Pre-Construction Conferences, as may be required by the various State and Federal agencies and/or the Engineer.

**2.6.03 CONTRACT TIME:** The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the seventh day following the date of mailing, by regular mail, of the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

**2.6.04 RECORDS, SCHEDULES, AND DATA:** The Contractor and each of his Subcontractors shall submit to the Owner such schedules of quantities and cost, Progress Schedules, payrolls, reports, estimates, invoices of materials, records of personnel, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

Prior to commencing work, the Contractor shall prepare and submit to the Engineer, schedules of construction progress and completion. Revised schedules shall be submitted by the Contractor whenever the previously submitted schedule does not reflect current conditions and as may be required by the Engineer. Upon receiving approved schedules, the Contractor shall furnish one (1) copy to all other prime contractors on the project. Progress Schedules shall be updated monthly.

**2.6.05 PHOTOGRAPHS:** High resolution color photographs of commercial quality shall be taken by the Contractor at the location of the work to show the general condition before work starts and at the completion of construction. In each case, the completed photographs shall be issued to the Engineer on CD, DVD or USB drive.

On all gravity sewer work, color photographs shall be taken upstream and downstream of each manhole or catch basin. On all water mains, sewer force mains, etc., color photographs shall be taken upstream and downstream at points no more than 500 feet apart. Where an obstruction blocks the view or at a bend or angle point, photographs should be taken within 250 feet. On all street and highway work, photographs shall be taken at intervals not exceeding 500 feet in both directions for the entire project. All photographs shall indicate station and sequence. A smaller spacing may be required if full width of improvement cannot be obtained 50 feet from the point of photography. On all building site work, park projects or solid waste projects, color photographs shall be taken to adequately cover the entire site, not spanning more than 250 feet for any one photograph.

On all pipeline, street or highway projects, the buildings, trees and hedges adjacent to the centerline of the pipeline, street or highway shall be clearly shown.

A minimum of four (4) color photographs of the actual construction shall be taken per month and delivered to the Engineer to show progress of the work. The Engineer shall select the location of the point of photography to be taken each month for the monthly progress photograph.

At the conclusion of the work, two prints (16" x 20") mounted on 1/8-inch thick poster board, of not more than five color photographs, of views selected by the Engineer shall be delivered to the Engineer.

Each photograph file name shall be identified with site name, the location and direction taken, and the date on which each photograph was taken.

**2.6.06 SIGNS:** In addition to any State or Federal required signs, the Contractor shall erect a sign at the project site, identifying the project and indicating the name of the Owner, Engineer and Contractor, which sign shall be: of 3/4-inch marine plywood; measure at least 4 feet x 8 feet; and maintained in good condition until the completion of the project, all to the satisfaction of the Engineer. This sign may be placed directly under any required State or Federal sign or installed on independent supports.

The sign panel shall be set in a 2-inch x 4-inch frame and fastened with galvanized hardware. The face background and the sign back panel shall receive two coats of white enamel. All lettering shall be royal blue in color varying in size from 1½ inches to 3 inches and of an acceptable layout submitted to the Engineer for review prior to fabrication.

Should the sign require independent supports, they shall consist of 4-inch x 4-inch timbers adequately set at the location directed. All sign supports shall be painted black.

The sign shall be maintained by the Contractor, in good condition at all times, for the duration of the Contract and removed only following such direction by the Engineer.

All cost of fabrication, erection and maintenance, removal and all other costs shall be disbursed equally among the Items of the Contract.

**2.6.07 RECORD DRAWINGS:** During the progress of work, each Contractor shall keep on file one complete set of Contract Drawings, furnished by the Engineer, on which shall be accurately and promptly noted by the Contractor, as the work progresses, all changes, revisions and additions to the work under this Contract. The prints shall be available for use and review by the Engineer and turned over to the Engineer at the completion of the work.

**2.6.08 CHANGES IN THE WORK:** The Owner may, as the need arises, order changes in the work through additions, deletions or modifications to the extent of 25% of the Contract Amount without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

**2.6.09 EXTRA WORK:** New and unforeseen items of work found to be necessary and which cannot be covered by any Item or combination of Items for which there is a Contract Price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials, as may be required, for the proper completion or construction of the whole work contemplated upon written order from the Owner, as recommended by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

**2.6.10 FAILURE TO COMPLETE WORK ON TIME:** It is hereby understood and mutually agreed, that the date of beginning and the time for completion, as specified in the Contract, of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the sum of two hundred fifty dollars (\$250.00) plus engineering charges, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day (not including Sunday), that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

Such Engineering charges shall be those incurred by the Owner. The Engineer shall determine when such engineering services are to be rendered in the interest of the Owner.

The said amounts are fixed and agreed upon, by and between the Contractor and the Owner, because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would, in such event, sustain and said amounts are agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained, from time-to-time, by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract; provided that the Contractor shall not be charged with liquidated damages, any excess cost or engineering and inspection charges, when the delay in completion of the work is due to:

- a. Any preference, priority or allocation order duly issued by the Government, if a Federally aided project;
- b. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God or of the public enemy; acts of the Owner; acts of another Contractor in the performance of a Contract with the Owner; or fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather;
- c. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further that the Contractor shall immediately, after such a delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract), notify the Engineer in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

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

- a. Act of God shall mean an earthquake, major flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

**2.6.12 USE OF COMPLETED PORTIONS:** The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing

the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation of extension of time or both, as agreed by the Owner.

**2.6.13 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:** At the termination of this Contract, before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them at the expense of the Contractor.

**2.6.14 CLEANING UP:** The Contractor shall remove from the Owner's property and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade. All materials to be disposed of shall be removed in such a manner and to such a disposal site as will be consistent with all Federal, State and Local Laws.

**2.6.15 ENGINEER'S STATEMENT OF SUBSTANTIAL COMPLETION:** When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Statement of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Statement may list items to be completed or corrected but such Statement shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents, nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

**2.6.16 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:** The Contract will be considered complete when all work has been finished, the final review made up by the Engineer and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond and as provided in Paragraph 2.3.08 "Guaranty", and as provided in Paragraph 2.6.17 "Correction of Faulty Work After Final Payment".

**2.6.17 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:** The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

## SECTION 2.7

### PAYMENTS TO CONTRACTOR

**2.7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the Contract Amount by the Owner, it shall be used as the basis for all Requests for Payment.

#### **2.7.02 SALES AND COMPENSATING USE TAXES:**

a. Transfer of Title of Material Delivered to Site: Title to all materials to be sold by the Contractor to the Owner, pursuant to the provisions of the Contract Documents, shall immediately vest in and become the sole property of the Owner upon delivery of such materials to the site. Notwithstanding such transfer of title, the Contractor shall have the sole continuing responsibility to install such materials, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the Owner until such time as the work covered by the Contract is fully accepted by the Owner. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event, that after title has passed to the Owner, any of such materials are rejected as being defective or otherwise unsatisfactory, the Contractor must then replace said defective or otherwise unsatisfactory materials with other acceptable materials at no additional cost to the Owner;

b. Exemption from Sales and Compensating Use Taxes of the State of New York and of Cities and Counties: The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials separately sold to the Owner pursuant to this Contract. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by, leased by or to the Contractor or a Subcontractor, or to supplies of materials not incorporated into the completed Project. The Contractor and his Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes on such tools, machinery, equipment or other property or such unincorporated supplies and materials and the provisions set forth below will not be applicable to such tools, machinery, equipment, property, supplies or materials;

c. The purchase by the Contractor of the materials sold hereunder will be a purchase or procurement for resale and, therefore, not subject to the New York State sales or compensating use taxes or any such taxes of cities or counties. The sale of such materials by the Contractor to the Owner will not be subject to the aforesaid sales or compensating use taxes. With respect to such materials sold hereunder, the Contractor, at the request of the Owner, shall furnish to the Owner such bills of sale and other instruments as may be required by the Owner, properly executed, acknowledged and delivered, assuring to the Owner, title to such materials free of encumbrances; and the Contractor shall mark or otherwise identify all such materials as the property of the Owner;

d. The purchase by Subcontractors of materials to be sold hereunder will also be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors) and, therefore, not subject to the aforesaid sales or compensating use taxes, provided that the Subcontract agreements provided for the resale of such materials prior to and separate and apart from the incorporation of such materials into the permanent construction and that such subcontract agreements are in a form similar to this contract with respect to the separation of the sale of materials from the work and the labor to be provided.

**2.7.03 UNIT PRICES:** The Owner will pay and the Contractor will accept, as full payment of the Contractor's obligations under this Contract, the unit prices or lump sums specifically set forth in the Proposal (which forms a part of this Contract), the total of which is indicated in the Proposal based on the estimated

quantities as contained in said Proposal. Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the Contract Documents (including the Proposal), they are given for use in comparing, on a uniform basis, the bids offered for the work under this Contract. The Owner expressly reserves the right, except as herein not otherwise provided, to increase, decrease or omit any class of work as may be deemed reasonably necessary or desirable by the Owner, and the Contractor shall make no claim for anticipated profits or for loss of profit (nor other claims or liability for damages) because of a difference between the quantities of work actually done or materials actually delivered and the estimated quantities set forth in the Contract Documents.

**2.7.04 ALL COSTS TO BE INCLUDED:** The cost of all labor, materials, tools, plant and equipment and such other things required in the "General Conditions of the Contract", "Modifications to the General Conditions", "Special Conditions" and "Special Requirements", and not specifically included in an Item of payment under the Detailed Specifications, shall be fully borne by the Contractor.

The cost of these requirements shall be included in the prices bid for the various Items of the Contract and no additional compensation or allowance beyond the unit prices or lump sum bid will be allowed for such costs.

Where "Special Specification Requirements" follow an Item of the Technical Specifications, they shall be considered as being included in the respective Item.

**2.7.05 MEASUREMENT OF QUANTITIES:** When work is to be paid for by units of measure, such as lengths, area, volume and weight, only the net amount of work actually done, as it shall appear in the finished work as measured only inside the lines and grades given, shall be paid for, excepting as may otherwise be specifically provided herein. The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer and these measurements shall be final and binding. For estimation of quantities in which the computation of areas by geometric methods would be comparatively laborious, the Contractor agrees that computer aided drafting software shall be considered instruments of precision adopted to the measurement of such area.

**2.7.06 MATERIAL PAYMENTS:** Payment for materials stored on the site will be considered only if a properly receipted invoice marked "Paid in Full" from the respective manufacturer or supplier accompanies such request for payment.

**2.7.07 REQUESTS FOR PAYMENT:** The Contractor may submit to the Owner periodically, but not more than once each month, a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request For Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract (or on unit prices, as the case may be), less 5 percent to be retained until substantial completion and acceptance of the work and less previous payments.

**2.7.08 ENGINEER'S ACTION ON A CONTRACTOR'S REQUEST FOR PAYMENT:** All Contractor's Requests for Payment shall be referred to the Engineer for his review and, within a reasonable period, the Engineer shall:

- a. Recommend payment by the Owner of the Request for Payment as submitted;

b. Recommend payment by the Owner of such other amount as the Engineer shall consider is due the Contractor, informing the Owner and the Contractor in writing of his reasons for recommending the amended amount; or

c. Recommend to the Owner that payment of the Request for Payment be withheld, informing the Contractor and the Owner in writing of his reasons for so recommending.

**2.7.09 OWNER'S ACTION ON REQUEST FOR PAYMENT:** Within 45 days after receipt of a Request for Payment from the Contractor, the Owner shall:

a. Pay the Request for Payment as recommended by the Engineer;

b. Pay such other amount, in accordance with Paragraph 2.7.10, as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount; or

c. Withhold payment in accordance with Paragraph 2.7.10, informing the Contractor and the Engineer of his reasons for withholding payment.

**2.7.10 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:** The Owner may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

a. Defective work;

b. Evidence indicating the probable filing of claims by other parties against the Contractor which may adversely affect the Owner;

c. Failure of the Contractor to make payments due to Subcontractors, material suppliers or employees;

d. Damage to another contractor; or

e. As long as any lawful or proper order or instruction concerning the work or material, given by the Engineer, shall remain un-complied with by the Contractor.

**2.7.11 INTEREST ON UNPAID REQUESTS FOR PAYMENT:** Should the Owner fail to pay any Request for Payment or take alternate action in accordance with Paragraph 2.7.09, within 45 days from the date of his receipt of such from the Contractor, the Owner shall pay the Contractor interest on the amount of the Request for Payment at the rate of nine percent per annum until payment is made.

**2.7.12 PAYMENT FOR UNCORRECTED WORK:** Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

**2.7.13 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:** The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

a. Removal by Owner: Removal of rejected work or materials and storage of materials by the Owner, in accordance with Paragraph 2.3.05, shall be paid by the Contractor within thirty days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten days written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay, to the Contractor, the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

**2.7.14 PAYMENT FOR EXTRA WORK:** Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material, shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

- a. Unit prices or combinations of unit prices which formed the basis of the original Contract;
- b. A lump sum based on the Contractor's estimate and accepted by the Owner;
- c. Actual cost plus overhead and profit based upon the following:
  1. For the Contractor, for any work performed by his own forces, overhead shall be 10% and profit shall be 10% of the respective costs;
  2. For each Subcontractor involved, any work performed by his own forces, overhead shall be 5% and profit shall be 10% of the respective costs;
  3. For the Contractor, for work performed by his Subcontractor, 10% of the amount due the Subcontractor.

Cost shall be limited to the following: Cost of materials, including cost of delivery; cost of labor, including Social Security and unemployment insurance. Labor cost may include: a pro-rata share of foreman's time, only in case an extension of Contract Time is granted, on account of the extra work; Workmen's Compensation Insurance; for rented equipment, the Associated Equipment Distributors "Green Book" standard rental rates on each piece of equipment having a value of \$300.00 or more; for owned equipment, the prorated standard monthly rental rates on each piece of equipment having a value of \$300.00 or more.

Overhead shall include the following: Bond premiums; supervision; superintendence; wages of timekeepers, watchmen and clerks; small tools and equipment having a value of less than \$300; incidental general office expenses and all other expenses not included in Cost, as defined above.

If the net value of a change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit. The cost assessed herein shall include all items of labor, equipment and materials.

To further clarify rental rates on owned equipment having a value of \$300.00 or more, said rental rates shall be based upon the current rental rate "Green Book". Hourly and daily rates will be prorated on the standard monthly rate as follows:

- Hourly rate = 1/176 of monthly rate (If equipment is used less than 8 hours in one day)
- Daily rate = 1/22 of monthly rate (If equipment is utilized for a full 8-hour day)

Upon award, the Contractor shall submit for approval a rental schedule on all equipment to be used on the project.

**2.7.15 PAYMENT FOR WORK SUSPENDED BY THE OWNER:** If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor, as provided in Paragraph 2.2.01(e) -



"Suspension of Work by Owner", the Contractor will then be entitled to payment for all work done on the portions so abandoned.

**2.7.16 PAYMENT FOR WORK BY THE OWNER:** The cost of the work performed by the Owner in removing construction equipment, tools and supplies, in accordance with Paragraph 2.6.13 - "Removal of Construction Equipment, Tools and Supplies", and in correcting deficiencies in accordance with Paragraph 2.2.01(f) - "Owner's Right to Terminate the Agreement and Complete the Work", shall be paid by the Contractor.

**2.7.17 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:** In cases of default by Contractor: Upon termination of the Contract by the Owner, in accordance with Paragraph 2.2.01(f) - "Owner's Right to Terminate Agreement and Complete the Work", no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all the overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

In cases without cause: For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, the Contractor shall be due payment for all work to the date of termination, including fair and reasonable sums for overhead and profit on such work; for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses; for all reasonable claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and for reasonable expenses directly attributable to termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**2.7.18 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:** Upon suspension of the work or termination of the Contract by the Contractor, in accordance with Paragraph 2.2.02(g) - "Contractor's Right to Suspend Work or Terminate Agreement", the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages.

**2.7.19 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:** Samples furnished in accordance with Paragraph 2.3.02 - "Samples", shall be furnished by the Contractor at his expense and may be used in the work after acceptance.

**2.7.20 ACCEPTANCE AND FINAL PAYMENT:** When the work or major portions of the work, as contemplated by the terms of the Contract, are substantially completed, the Contractor shall certify completion of the work to the Owner. The term "substantial completion" means completion of all work in accordance with the Contract Plans and Specifications and submission of all necessary paper work connected with the work by the Contractor.

Upon issuance of the Substantial Completion Statement by the Engineer and acceptance of the same by the Owner, the Contractor shall submit a requisition for payment of the remaining amount of the Contract balance which shall be the Contract amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work. Upon receipt of such requisition, the Owner will release the Contractor, except as to the conditions of the Performance Bond and the Labor and Material Payment Bond

and Legal Rights of the Owner; required guarantees and correction of faulty work after final payment, and will promptly pay the remaining amount of the Contract, less 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 suitably discharged. The Contractor shall allow sufficient time between the time of completion of the work and recommendation of the final Request for Payment for the Engineer to assemble and check the necessary data. As the remaining items of work are satisfactorily completed or corrected, the Owner shall promptly pay, upon receipt of a requisition, for these items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

a. Release of Liens: The Contractor shall deliver, to the Owner, a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner, such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

**2.7.21 OVERTIME REIMBURSEMENT:** If the Contractor receives approval from the Department of Labor to work in excess of eight (8) hours per day or five (5) days per week, he shall reimburse the Owner for all costs incurred by the Owner, resulting from the premium portion of overtime pay for all field personnel of the engineer working on the project. This reimbursement shall be made monthly by deducting the costs from the Contractor's monthly estimate.

## **PART 4**

### **DETAIL SPECIFICATIONS REQUIREMENTS**

Wherever any Item of these Specifications conflict with another Item of these Specifications, the more stringent requirements applicable to the condition shall govern.

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Ballston Spa  
Donald Rhodes, Project Manager  
4 Computer Drive West  
Albany NY 12205

Schedule Year 2023 through 2024  
Date Requested 12/04/2023  
PRC# 2023014106

Location John Street Tank  
Project ID# 2022033  
Project Type Strip and recoat an existing 750,000 gallon painted steel tank.

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

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

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

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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



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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

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

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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



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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Ballston Spa  
Donald Rhodes, Project Manager  
4 Computer Drive West  
Albany NY 12205

Schedule Year 2023 through 2024  
Date Requested 12/04/2023  
PRC# 2023014106

Location John Street Tank  
Project ID# 2022033  
Project Type Strip and recoat an existing 750,000 gallon painted steel tank.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



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

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

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

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

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

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

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

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

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

(12.20)

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

**Budget Policy & Reporting Manual**

**B-610**

**Public Work Enforcement Fund**

*effective date December 7, 2005*

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**1. Purpose and Scope:**

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

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

**2. Background and Statutory References:**

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

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

**3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12226

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





Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)





# Attention Employees

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

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**  
**<https://dol.ny.gov/bureau-public-work>**



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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

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

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



## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12226

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

**Saratoga County General Construction**

**Boilermaker** **12/01/2023**

**JOB DESCRIPTION** Boilermaker **DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2023	01/01/2024
		Additional
Boilermaker	\$ 40.09	+ \$1.31*

(\* ) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$25.95
	+ 1.49**

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

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.35	19.35	20.29	21.23	22.17	23.13	24.06	25.01
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

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

1-197

**Carpenter - Building** **12/01/2023**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Carpenter	\$ 35.30	\$ 1.25*	\$ 1.25*
Floor Coverer	35.30	1.25*	1.25*
Carpet Layer	35.30	1.25*	1.25*
Dry-Wall	35.30	1.25*	1.25*
Diver-Wet Day	61.25	0.00	0.00
Diver-Dry Day	36.30	1.25*	1.25*
Diver Tender	36.30	1.25*	1.25*

\*To be allocated at a later date

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.



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

**SHIFT WORK**

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.42

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

**CARPENTER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 12.41	\$12.41	\$15.01	\$15.01
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**PILEDRIVER/DOCK BUILDER APPRENTICES**

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

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

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

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

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

2-291B-Alb

**Carpenter - Building / Heavy&Highway**

**12/01/2023**

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

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Wages per hour:	07/01/2023	07/01/2024
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 34.48	\$ 2.25*

\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.30

**OVERTIME PAY**

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

**HOLIDAY**

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

Notes:

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

**Carpenter - Heavy&Highway**

**12/01/2023**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2023	07/01/2024
		Additional
Carpenter	\$ 41.32	\$ 4.00*

Piledriver	41.32	4.00*
Diver-Wet Day	66.32	4.00*
Diver-Dry Day	42.32	4.00*
Diver-Tender	42.32	4.00*

\*To be allocated at a later date.

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

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

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

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.75

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

**CAPRENTER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 18.37	\$ 18.92	\$ 20.97	\$ 21.52	\$ 22.07
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**PILEDRIWER/DOCKBUILDER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 18.37	\$ 18.92	\$ 21.52	\$ 22.07
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**NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

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

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

2-291HH-Alb

**Electrician**

**12/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour

	07/01/2023	06/01/2024
Electrician	\$ 46.50	Additional + \$2.24*
Audio/Sound	46.50	+ \$2.24*
Video	46.50	+ \$2.24*
Tele-Data	46.50	+ \$2.24*
Solar/ Photovoltaic	46.50	+ \$2.24*

(\*) To be allocated at later date.

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 29.91
	+3% of wage

**OVERTIME PAY**

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

\* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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

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

Shift	Hours	Rate
1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

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

For Projects Bid on or After 09/01/2019

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

Terms at the following percentage of Journeyman's wage.

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

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

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

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

Apprentices indentured on or before 12/31/2018

\$29.91

Apprentices indentured on or after 01/01/2019

Supplemental Benefits per hour worked

0-12 month term	\$ 15.02**
2nd year term	24.19**
3rd year term	25.33**
4th year term	26.48**
5th year term	27.62**

(\*\*) Plus additional 3% of wage

1-236

**Elevator Constructor**

**12/01/2023**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour	07/01/2023	01/01/2024
Mechanic	\$ 53.02	\$ 55.32
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

**SUPPLEMENTAL BENEFITS**

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

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

1-35

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**Glazier** **12/01/2023**

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**JOB DESCRIPTION** Glazier

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2023

Glazier Base Wage \$ 32.16  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

High Work Base Wage\*\*\* \$ 34.31  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 22.65  
 Journeyman High Work \$ 28.30

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE  
 Premium is applied to the respective base wage only.

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

+ additional \$4.10 per hour for all hours worked for all terms

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

1st	2nd	3rd	4th
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50%          65%          75%          90%  
 + additional \$4.10 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 18.98
2nd-4th term	22.65
Apprentice High Work	
1st term	22.45
2nd-4th term	28.30

1-201

**Insulator - Heat & Frost**

**12/01/2023**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Wages per hour	07/01/2023	05/01/2024 Additional
Asbestos Worker*	\$ 39.68	+ \$2.00**
Insulator*	39.68	
Firestopping Worker*	33.73	

(\* ) On Mechanical Systems only.

(\*\* ) To be allocated at later date.

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 25.64
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**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices	\$ 25.64
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1-40

**Ironworker**

**12/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

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

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

**WAGES**

Wages	07/01/2023
Per hour	
Ornamental	\$ 34.50
Reinforcing	34.50
Rodman	34.50
Structural & Precast	34.50
Mover/Rigger	34.50
Fence Erector	34.50
Stone Derrickman	34.50
Sheeter	34.75
Curtain Wall Installer	34.50
Metal Window Installer	34.50

**SUPPLEMENTAL BENEFITS**

Per hour

JOURNEYPERSON \$ 31.64

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

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

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

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

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2023
1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50
Supplemental Benefits per hour worked	
1st year	\$ 12.28
2nd year	24.30
3rd year	26.00
4th year	27.72

1-12

**Labourer - Building**

**12/01/2023**

**JOB DESCRIPTION** Labourer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Washington

**PARTIAL COUNTIES**

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.

Greene: Entire county except the Township of Catskill

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

**WAGES**

Per hour

	07/01/2023	07/01/2024
		Additional
Group #1:		
All Classifications	\$ 34.86	+ \$2.50*
except as noted in		



Groups 2 & 3

Group #2:

Blaster, Drilling Equipment  
 Only Where a Separate Air  
 Compressor Unit Supplies  
 Power, Metal Formsetter  
 sidewalk),Well Pointing  
 & Laser Operator \$ 35.36 + \$2.50\*

Group #3:

Handling of Asbestos  
 or Toxic Materials \$ 36.21 + \$2.50\*

(\* ) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 25.22

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices \$ 25.22

1-190

**Laborer - Building**

**12/01/2023**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

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

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

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

**WAGES**

Per hour

	07/01/2023	07/01/2024
		Additional

Group #1:

All Classifications \$ 36.54 + \$2.50\*  
 except as noted in  
 Groups 2 & 3

Group #2:

Blaster, Drilling equipment  
 only where a separate air  
 compressor unit supplies power,  
 Metal formsetter (sidewalk),  
 Well pointing & Laser  
 operator \$ 37.04 + \$2.50\*

Group #3:

Handling of Asbestos  
 or Toxic Materials \$ 37.89 + \$2.50\*

(\* ) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 23.46

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices 07/01/2023  
 \$ 23.46

1-157

**Laborer - Heavy&Highway**

**12/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Washington

**PARTIAL COUNTIES**

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, and Austerlitz

Greene: Entire county except the Township of Catskill.

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

**WAGES**

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:

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

GROUP # C:

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

GROUP # D:

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

GROUP # E:

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

WAGES per hour

	07/01/2023	07/01/2024 Additional
Group # A	\$ 39.19	+ \$3.25*
Group # B	39.39	+ \$3.25*
Group # C	39.59	+ \$3.25*
Group # D	39.79	+ \$3.25*
Group # E	41.69	+ \$3.25*

(\* ) To be allocated at later date.

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices \$ 26.90

1-190 h/h

**Laborer - Heavy&Highway 12/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 1

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

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

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

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

**WAGES**

GROUP # A:

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

GROUP # B:

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

GROUP # C:

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

GROUP # D:

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

GROUP # E:

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

WAGES per hour	07/01/2023	07/01/2024 Additional
Group # A	\$ 39.19	+ \$3.25*
Group # B	39.39	+ \$3.25*
Group # C	39.59	+ \$3.25*
Group # D	39.79	+ \$3.25*
Group # E	41.69	+ \$3.25*

(\* ) To be allocated at later date.

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices 07/01/2023  
 \$ 26.90

1-157h/h

**Laborer - Tunnel**

**12/01/2023**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour 07/01/2023

Class 1	\$ 45.65
Class 2	47.65
Class 4	49.90
Class 5	41.15

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

All Government mandated irregular shift work Monday through Saturday is subject to Premium rate. All Government mandated irregular shift work that falls on Sunday is subject to double Premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.91  
 +1.59\*

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

**OVERTIME PAY**

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

**HOLIDAY**

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

Note: 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**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

**Lineman Electrician**

**12/01/2023**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

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

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

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

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

Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder, Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

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

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

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

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

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

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly	\$ 30.90 *plus 7% of the hourly

	wage paid	wage paid
All other	\$ 26.40	\$ 26.90
Journeyman	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a

**Lineman Electrician - Teledata**

**12/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**



Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

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**Lineman Electrician - Traffic Signal, Lighting** **12/01/2023**

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

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

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

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

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

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

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



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

**SUPPLEMENTAL BENEFITS**

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

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

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

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**12/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15

Groundman	18.07	19.07
Flag person	14.20	14.20*

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48 *plus 4.5% of the hourly wage paid	\$ 10.48 *plus 4.5% of the hourly wage paid

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

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

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

6-1249TT

**Mason - Building**

**12/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

Tile/Marble/Terrazzo

Setter	\$ 37.41
Finisher	29.14

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter	\$ 21.83
Journeyman Finisher	18.87

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%

4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:

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

Supplemental Benefits per hour worked

07/01/2023

Setter:

1st term 0-500 hrs	\$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83

Finisher:

1st term 0-500 hrs	\$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

**Mason - Building**

**12/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour 07/01/2023

Bricklayer	\$ 40.24
Cement Mason(Bldg)	40.24
Plasterer/Fireproofing*	40.24
Pointer/Caulker/Cleaner	40.24
Stone Mason	40.24
Acid Brick	40.74

(\*Fireproofing of Structural only.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 23.13
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

All Terms \$ 23.13

12-2b.1

**Mason - Heavy&Highway**

**12/01/2023**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour

07/01/2023

Mason &  
Bricklayer

\$ 41.46

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman

\$ 21.98

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 13.38

All Other 21.98

12-2hh.1

**Millwright**

**12/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:

07/01/2023

07/01/2024

07/01/2025

Millwright - Power Generation

\$ 43.05

Additional  
\$ 2.50

Additional  
\$2.50

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 27.40\*

\*NOTE: Subject to OT premium

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

**Millwright**

**12/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Building	\$ 37.43	\$ 2.50*	\$ 2.50*
Heavy & Highway	40.43	3.00*	2.50*

\*To be allocated at a later date

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.

- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.32

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 12.04
2nd term	22.04
3rd term	23.47
4th term	24.89

2-1163.1

**Operating Engineer - Building**

**12/01/2023**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

CLASS A1\*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

**CLASS A:**

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

**CLASS B:**

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

**CLASS C:**

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

\*\*\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2023	07/01/2024
Class A1*	\$ 50.93	\$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

**(\*) TONNAGE RATING PREMIUMS:**

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
Journeyman	\$ 31.30	\$32.40

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	\$ 26.60	\$27.70

1-158 Alb

**Operating Engineer - Heavy&Highway**

**12/01/2023**

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

**DISTRICT 1**

**ENTIRE COUNTIES**

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



**PARTIAL COUNTIES**

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

**WAGES**

CLASSIFICATION A1\*: All Cranes

**CLASSIFICATION A:**

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

**CLASSIFICATION B:**

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

**CLASSIFICATION C:**

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

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

**WAGES per hour**

	07/01/2023	07/01/2024
Class A1*	\$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

**(\*) TONNAGE RATING PREMIUMS:**

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00
- Cranes from 65-110 tons, A1 rate plus \$1.50
- Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT



-- Tower Cranes, A1 rate plus \$3.00  
 -- Cranes in Luffer Configuration, A1 rate plus \$5.00  
 -- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00  
 NOTE: Additional value subject to same premiums as shown for OT

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
Journey person	\$ 31.50	\$ 32.60

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked	07/01/2023	07/01/2024
All Terms	\$ 26.25	\$27.10

1-158H/H Alb

**Operating Engineer - Survey Crew**

**12/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
 Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 28.90
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**OVERTIME PAY**

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

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

**12/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work.  
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 28.90

**OVERTIME PAY**

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Tunnel**

**12/01/2023**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

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

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

**CLASS C:** A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

**CRANES:**

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

**SUPPLEMENTAL BENEFITS**

Per hour:			
	\$ 24.20	\$ 25.05	\$ 25.90
	+ 9.60*	+ 9.85*	+ 10.10*

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

**OVERTIME PAY**

See (B, B2, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

**Painter**

**12/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2023	05/01/2024
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		Additional
Painter\Wallcovers	\$ 31.19**	\$ 1.50***
Drywall Finishers	31.19**	\$ 1.50***
Spray Rate	31.19**	\$ 1.50***
Structural Steel*	32.19**	\$ 1.50***
Lead Abatement	32.19**	\$ 1.50***
Lead Abatement on Structural Steel	33.19**	\$ 1.50***

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.  
 (\*\*) Plus Additional \$1.25 per hour not subject to Overtime/Premiums  
 (\*\*\*) To be allocated at later date.

Bridge Painter  
 See Bridge Painter rates for the following work:  
 All Bridges and Tanks

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 19.85

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

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

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

\*Additional \$1.00 is Not Subject to Overtime

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour

All Terms \$ 19.85

1-201-P

**Painter - Bridge & Structural Steel**

**12/01/2023**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	\$ 54.50	\$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL \$6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

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

**SHIFT WORK:**

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	\$ 11.78	\$ 12.43
	+ 30.85*	+ 31.55*

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

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 21.80	\$ 22.40
	+ 4.04	+ 4.14
2nd year	\$ 32.70	\$ 33.60
	+ 6.06	+ 6.21
3rd year	\$ 43.60	\$ 44.80
	+ 8.08	+ 8.28
Supplemental Benefits - Per hour:		
1st year	\$ .90	\$ 1.16
	+ 12.34	+ 12.62
2nd year	\$ 7.07	\$ 7.46
	+ 18.51	+ 18.93
3rd year	\$ 9.42	\$ 9.94
	+ 24.68	+ 25.24

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

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**12/01/2023**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:



	07/01/2023	01/01/2024	07/01/2024
Painter (Striping-Highway):			
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

**Painter - Metal Polisher**

**12/01/2023**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation  
 \*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:  
 Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**12/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Warren, Washington

**PARTIAL COUNTIES**

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

**WAGES**

Per hour  
 07/01/2023

Plumber &  
 Steamfitter \$ 41.40

**SUPPLEMENTAL BENEFITS**

Per hour  
 Journeyman \$ 22.15  
 +11.13\*

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour

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



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

Supplemental Benefits per hour worked

1st yr	\$ 18.98 + 5.57*
2nd yr	19.61 + 6.68*
3rd yr	20.25 + 7.79*
4th yr	20.88 + 8.90*
5th yr	21.52 + 10.02*

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

\* This portion per hour paid.

1-773-SF

**Plumber**

**12/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

**WAGES**

Per hour:

	07/01/2023	05/01/2024
		Additional

Plumber:		
Pipefitter, Steamfitter	\$ 50.68	+ \$2.90*

(\*) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 28.16
------------	----------

**OVERTIME PAY**

See (B1, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

One year terms at the following wage rate.

1st	2nd	3rd	4th	5th
\$ 23.22	\$ 28.21	\$ 33.20	\$ 38.20	\$ 45.69

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms	\$ 28.16
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Apprentices Indentured on or after May 1st, 2019

Terms 1-4	22.90
Terms 5	28.16

1-7-SF

**Roofer**

**12/01/2023**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2023

Roofer/Waterproofer	\$ 35.05
Asphalt Cold Process	35.55
Fluid Applied Roof	35.55
Pitch & Asbestos	37.05

Shift Work:

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 23.02
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**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

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

1st Term 58% + \$3.00  
 1500 hrs.

2nd Term 74% + \$3.00  
 1 yr. and 1500 hrs. as 1st term.

3rd Term 90%  
 1 yr. and 1500 hrs. as 2nd term.

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

Supplemental Benefits per hour worked

1st Term	\$ 18.44
2nd Term	18.87
3rd Term	22.35

1-241

**Sheetmetal Worker**

**12/01/2023**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2023 06/01/2024

Sheetmetal Worker	\$ 37.73	Additional + \$2.50*
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(\*) To be allocated at later date.

All work requiring HAZWOPER Training additional \$1.00 per hour.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 36.64

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 20.84
2nd term	22.61
3rd term	23.50
4th term	24.39
5th term	23.04
6th term	24.20
7th term	26.14
8th term	28.07
9th term	30.00
10th term	31.93

Supplemental Benefits per hour

1st term	\$ 22.65
2nd term	23.26
3rd term	23.57
4th term	24.02
5th term	30.91
6th term	31.37
7th term	32.11
8th term	32.87
9th term	33.63
10th term	34.38

**Sprinkler Fitter**

**12/01/2023**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Saratoga, Schenectady, Warren

**WAGES**

Per hour 07/01/2023

Sprinkler \$ 42.73  
Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyperson \$ 26.47

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 19.57	\$ 21.74	\$ 23.66	\$ 25.84	\$ 28.01	\$ 30.19	\$ 32.36	\$ 34.53	\$ 36.71	\$ 38.88

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669-3

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**Teamster - Building** **12/01/2023**

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**JOB DESCRIPTION** Teamster - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

GROUP # A:

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

GROUP # B:

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

WAGES per hour

	07/01/2023	07/01/2024
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Group A	\$ 30.62	\$ 32.13
Group B	30.92	32.43

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
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Journeyman	\$ 28.74	\$ 29.58
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

1-294

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**Teamster - Heavy&Highway** **12/01/2023**

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**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

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

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

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

**WAGES**

GROUP #1:

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

**GROUP #2:**

Tandems and Batch Trucks, Mechanics, Dispatcher.

**GROUP #3:**

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

**GROUP #4:**

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

**GROUP #5:**

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

WAGES per hour	07/01/2023	07/01/2024
Group #1	\$ 37.59	\$ 39.75
Group #2	37.65	39.81
Group #3	37.74	39.90
Group #4	37.87	40.03
Group #5	38.03	40.19

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

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.13	\$28.97
+\$1.00 per* hour worked	+\$1.00 per* hour worked

(\* ) not applicable to paid holidays

**OVERTIME PAY**

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

**HOLIDAY**

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

1-294h/h

**Welder**

**12/01/2023**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**  
**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)  Contracting Agency  Architect or Engineering Firm  Public Work District Office Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail: \_\_\_\_\_

2. NY State Units (see Item 5).

- |   |  |
|---|--|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City   |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District  |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town   |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County   |
|   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(Describe)                           |

3. SEND REPLY TO  (check if new or change)  
Name and complete address:

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail: \_\_\_\_\_

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- New Schedule of Wages and Supplements.  
APPROXIMATE BID DATE : \_\_\_\_\_
- Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT : \_\_\_\_\_

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:

Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

1. New Building
2. Addition to Existing Structure
3. Heavy and Highway Construction (New and Repair)
4. New Sewer or Waterline
5. Other New Construction (Explain)
6. Other Reconstruction, Maintenance, Repair or Alteration
7. Demolition
8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- |  |   |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy<br>Highway/Sewer/Water) | <input type="checkbox"/> Fuel Delivery                                      |
| <input type="checkbox"/> Tunnel  | <input type="checkbox"/> Guards, Watchmen                                   |
| <input type="checkbox"/> Residential   | <input type="checkbox"/> Janitors, Porters, Cleaners,<br>Elevator Operators |
| <input type="checkbox"/> Landscape Maintenance                                 | <input type="checkbox"/> Moving furniture and<br>equipment                  |
| <input type="checkbox"/> Elevator maintenance                                  | <input type="checkbox"/> Trash and refuse removal                           |
| <input type="checkbox"/> Exterminators, Fumigators                             | <input type="checkbox"/> Window cleaners                                    |
| <input type="checkbox"/> Fire Safety Director, NYC Only                        | <input type="checkbox"/> Other (Describe)                                   |

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

**Signature**





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**



**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

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DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024



**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

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DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296 EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND	5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN	796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR	7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL	*****2959	KELC DEVELOPMENT, INC	7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER	7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	NYC		KULWANT S. DEOL	9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.	3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA	1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA	27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.	27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.	11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO	150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI	50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE	4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION	704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC	325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC	14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.	42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.	42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM	524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025

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DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028



## SPECIAL SPECIFICATION REQUIREMENTS

Wherever in these Contract Documents the phrases listed below or like phrases, whether listed or not, shall appear, they shall be **replaced** with the words "as required by the Contract Specifications":

As ordered by the Engineer  
As directed by the Engineer  
As determined by the Engineer  
As required by the Engineer  
With the permission of the Engineer  
Acceptance of the Engineer  
Satisfaction to the Engineer  
Authorized by the Engineer, and  
As deemed necessary by the Engineer.

Wherever in these Contract Documents the words "as approved by the Engineer" or like phrases shall appear, they shall be replaced by "as recommended by the Engineer" or appropriate form thereof.

For purposes of this Contract, the terms "ENGINEER" and "ARCHITECT" are interchangeable.

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**APPENDIX A**

**NEW YORK STATE WAGE RATES**

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**APPENDIX B**

**INSPECTION AND MAINTENANCE MINIMUM SCOPE SUMMARY**

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**APPENDIX B**  
**INSPECTION AND MAINTENANCE**  
**MINIMUM SCOPE OF WORK**

**YEAR 1 (2024)**

**Tank Maintenance / Renovations**

1. Exterior renovation of tank including full blasting, containment, and painting as outlined under SECTION 09960 Exterior Tank Painting.
2. Supply and install active mixing system with PAX PWM150 mixer.
3. Install 24” frost proof vent.
4. Modify overflow to provide air gap and screen to NY DEC/EPA compliance.
5. Interior renovation of tank including full blasting and painting as outlined under SECTION 09950 Interior Water Chamber Painting.
6. Add 36” shell manway for compliant access.
7. Caulk and seal tank base at foundation and shell junction.
8. Install ladder gate and safety climb system.
9. Installation of tank corral, per drawing on Appendix C

**YEAR 2 (2025)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 3 (2026)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 4 (2027)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 5 (2028)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.

**YEAR 6 (2029)**

**Inspection Service, Washout, and Touchup**

1. Washout, sediment removal, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

## **YEAR 7 (2030)**

### **Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.

## **YEAR 8 (2031)**

### **Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

## **YEAR 9 (2032)**

### **Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.

## **YEAR 10 (2033)**

### **Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.

## **YEAR 11 (2034)**

### **Inspection Service, Washout, and Touchup**

1. Washout, sediment removal, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

## **YEAR 12 (2035)**

### **Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

## **YEAR 13 (2036)**

### **Exterior Renovation and Interior Touch-Up**

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).

6. Touch Up Interior Coatings as needed.

**YEAR 14 (2037)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 15 (2038)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 16 (2039)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 17 (2040)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 18 (2041)**

**Inspection Service, Washout, and Touchup**

1. Washout, sediment removal, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 19 (2042)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

**YEAR 20 (2043)**

**Inspection Service**

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the Asset Management Program.
6. Evaluate interior condition and develop plan for future coating as needed

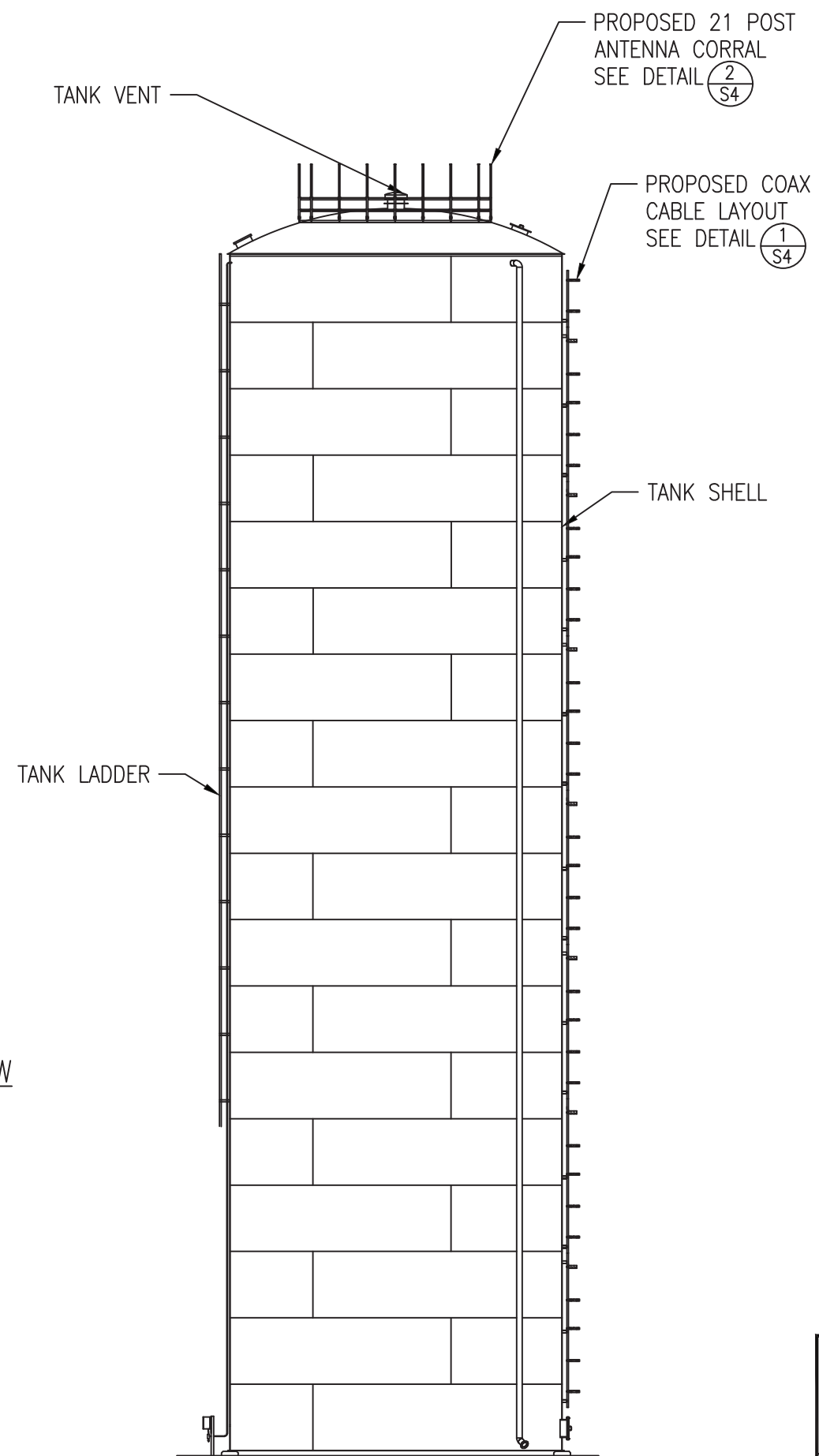
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APPENDIX C

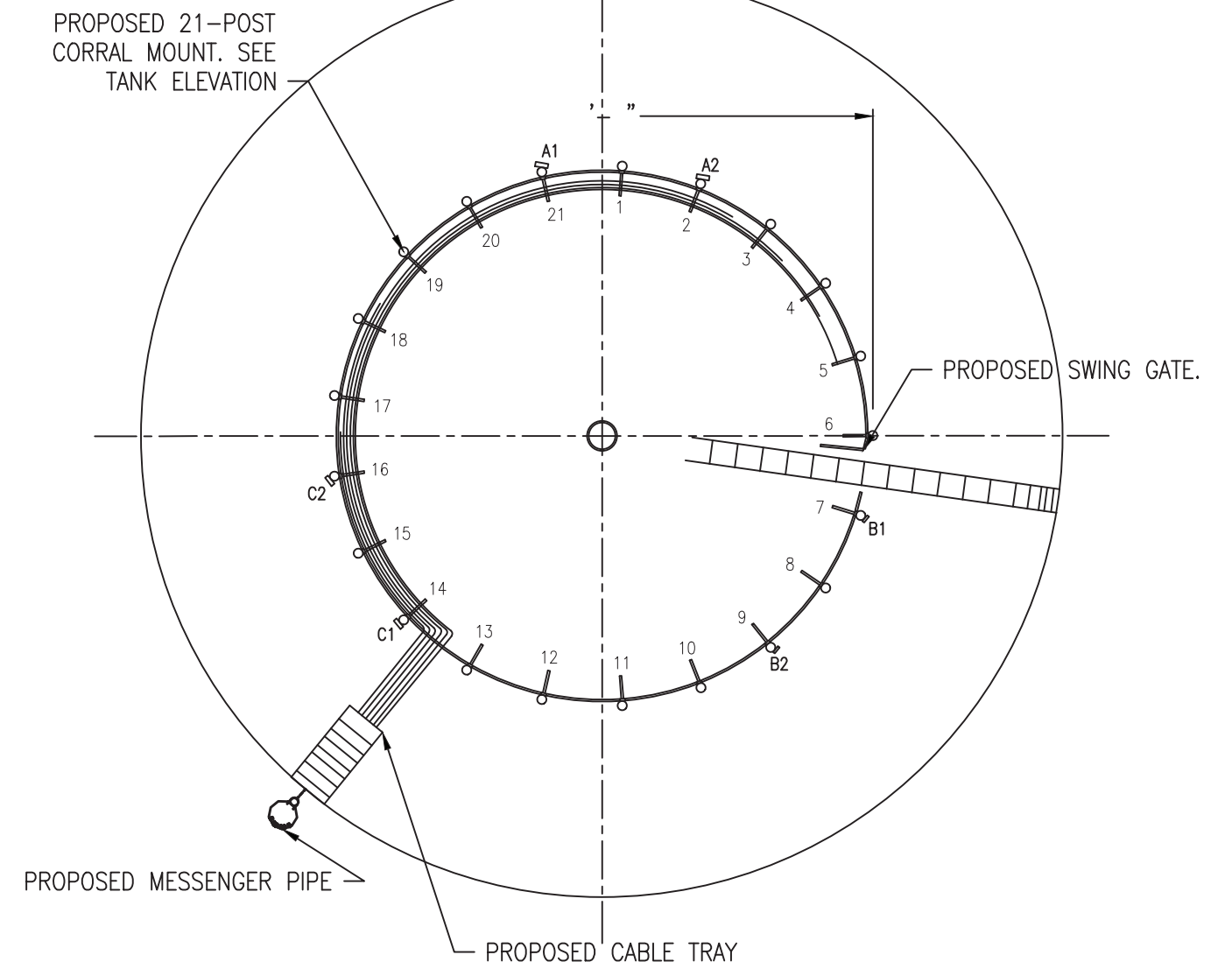
COMMUNICATIONS CORRAL SKETCH PLAN

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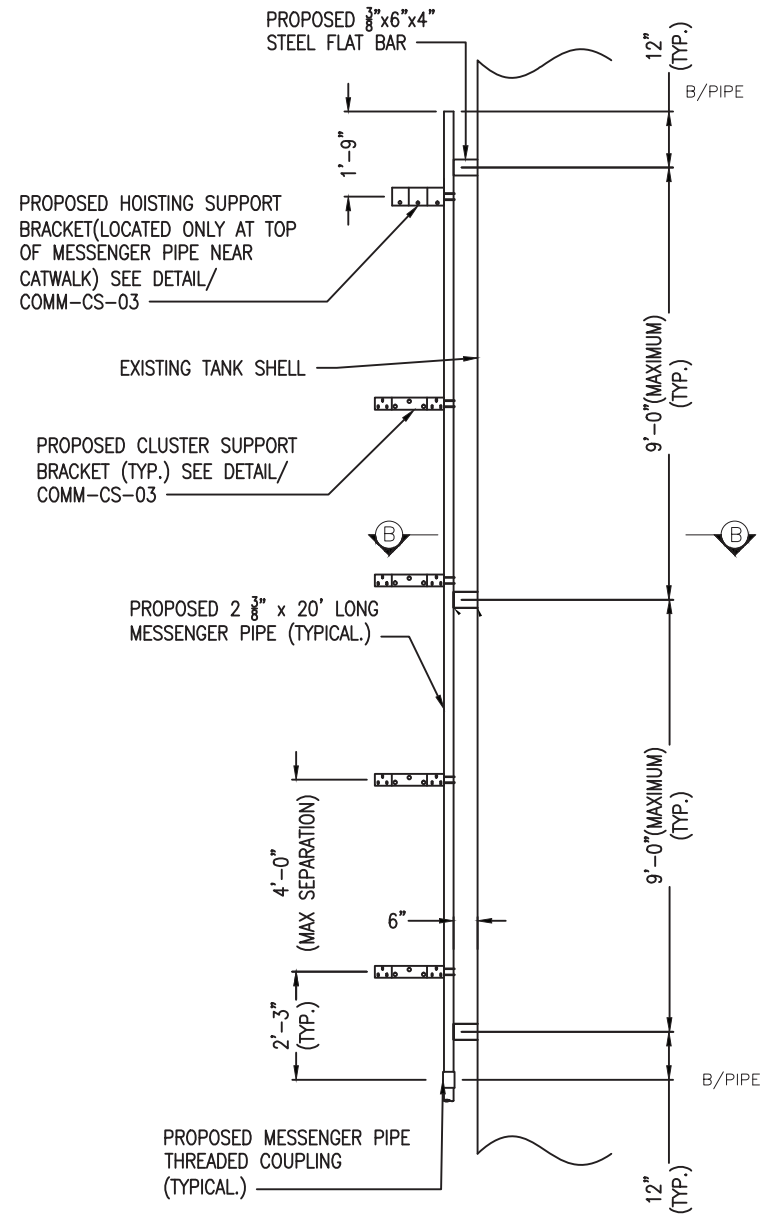
PLAN VIEW

SCALE: N.T.S.



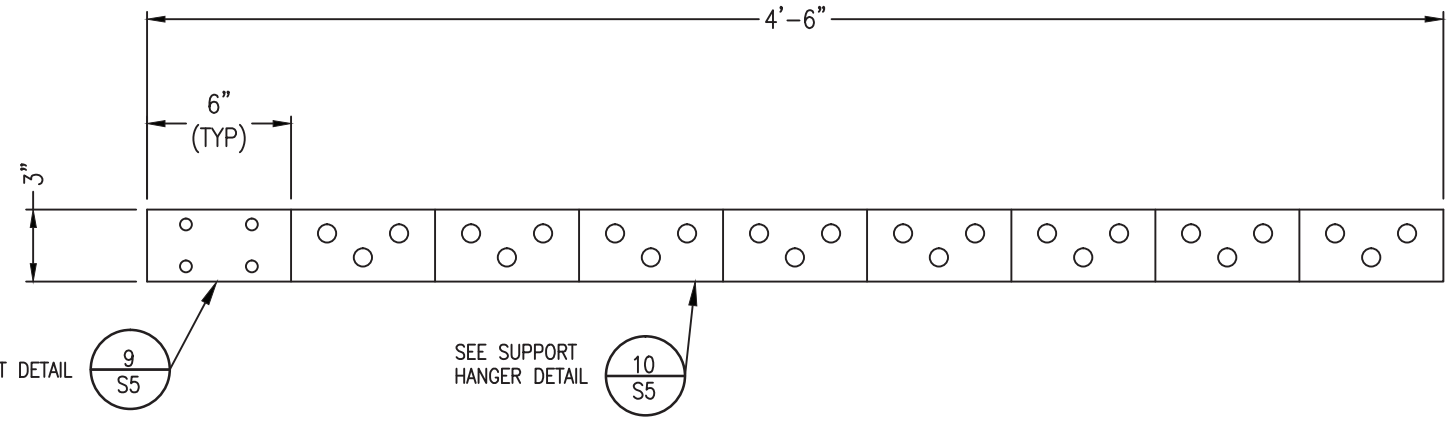
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		DATE				
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		DATE				
		SCALE				
		FILE				
		DO NOT SCALE				



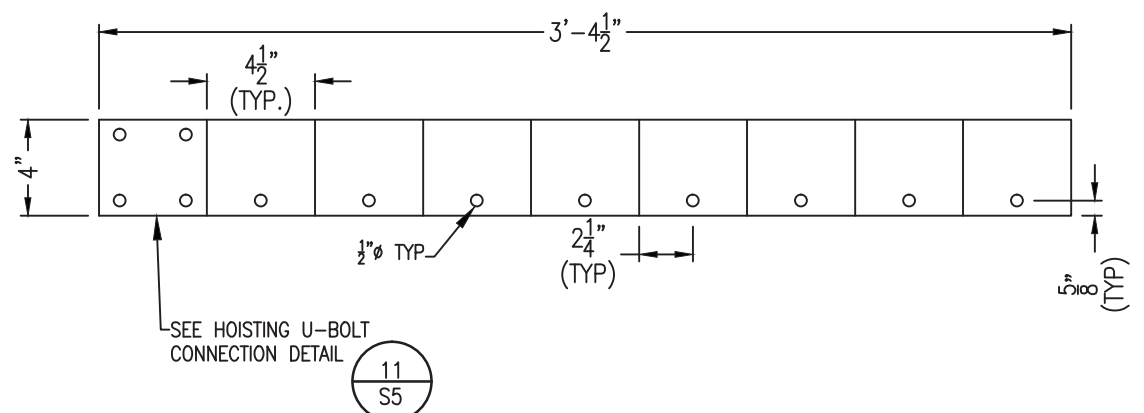


NOTE:  
ALL MATERIALS ARE GALVANIZED  
EXCEPT FOR THE 3/8" x 6" x 4" STEEL  
FLAT BAR STANDOFF PLATES

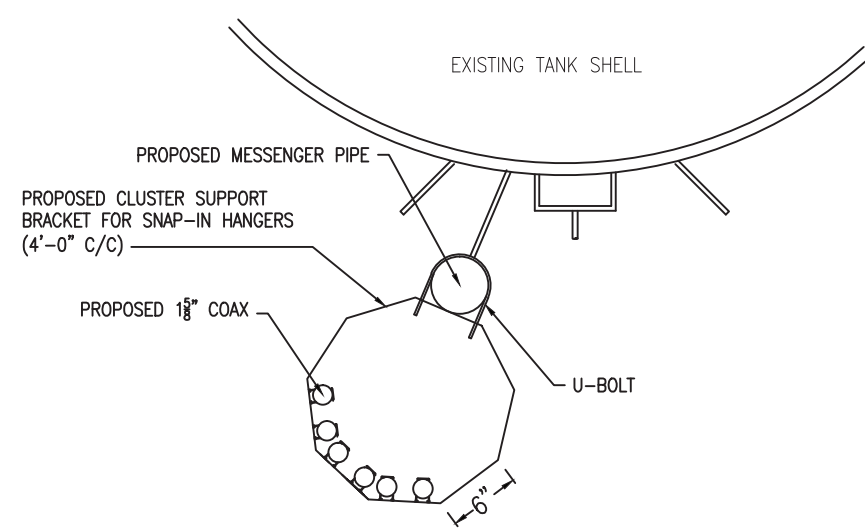
COAX CABLE TANK SIDE  
SUPPORT ELEVATION



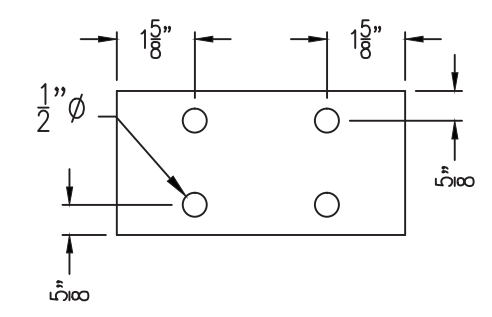
CLUSTER SUPPORT  
BRACKET



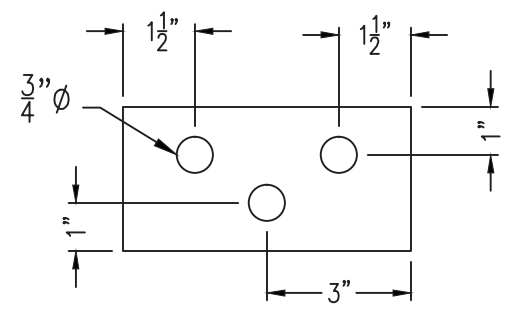
HOISTING SUPPORT  
BRACKET



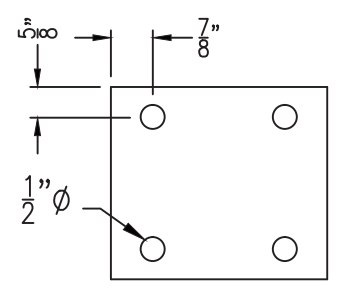
SECTION B-B



9 S5 CLUSTER SUPPORT U-BOLT DETAIL



10 S5 SUPPORT HANGER HOLE DETAIL



11 S5 HOISTING U-BOLT DETAIL

TITLE: COAX CABLE SUPPORT DETAILS

DRAWN BY	NO.	REVISION DESCRIPTION	BY	DATE

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**APPENDIX D**

**TANK INSPECTION REPORTS**

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Village of Ballston Spa

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# The Johns Street Tank

750,000 Gallon Welded Steel

Date August 1, 2022

Prepared By:



**Atlantic Underwater Services Inc.**

**2538 State Route 8**

**Lake Pleasant, NY 12108**

**(757)705-9081**

**ROV And Drained AWWA Potable Water Storage Tank,  
NFPA Fire Water Storage Tank, & Pipeline Inspections**

# Declaration

**This report was composed from the visual observations made during an inspection of this water storage facility. Portions of this report may also contain material or other information obtained from conversations with the utility personnel, the tank information plate, drawings, reports, etc. The information contained herein is believed to be as true and accurate as could be obtained from these observations and the information and material supplied to us. No other assurance or warranty is expressed or implied. We assume no responsibility for any errors or omissions in this report.**

**The time frames stated in the recommendations are estimates based on our years of experience with other storage facilities and paint installations, and discussions with corrosion engineers, paint manufacturer's representatives, tank constructors, painting contractors, etc. Although these estimates can be considered to be fairly reliable, many different factors affect the condition of the water storage facility over time and we can not be held responsible for the accuracy of these estimates. Since the condition of the storage facility will change over time, the accuracy of the condition of the storage facility described in this report will decrease according to the amount of time that has elapsed since the date of the inspection. Should three (3) or more years have elapsed since this inspection, this report should be considered to be null and void and the storage facility should be reinspected to determine the current condition.**

**By:**

**Timothy L. Smith**

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# Tank Information

<b>The height to overflow is about:</b>	<b>90'</b>
<b>The tank height is about:</b>	<b>94'</b>
<b>The diameter of this tank is about:</b>	<b>37'</b>
<b>This tank was constructed at the present location in:</b>	<b>1979</b>
<b>Tank has interior columns:</b>	<b>NO</b>
<b>Tank has a cathodic protection system installed:</b>	<b>NO</b>
<b>Latest interior recoat was done in:</b>	<b>?</b>
<b>Latest exterior recoat was done in:</b>	<b>?</b>
<b>This tank was previously inspected:</b>	<b>NO</b>

# AWWA D100 Standard

## IMPORTANT NOTE ABOUT AWWA STANDARDS:

Except in the states that have adopted these Standards as law, there is no regulatory or enforceable requirement that any or all of the AWWA Standards be followed or adhered to. Therefore, these Standards are to be used as a guideline only and are not to be construed or interpreted as a requirement and abiding by any of the requirements of these Standards are voluntary and not mandatory.

Item	Description	Yes	No	N/A
1.	This tank has two shell manholes located in the first ring, one of which is at least 24" in diameter:	X		
2.	An additional upper access hatch or the center vent is installed near the center of the tank roof which has a at least a 4" high tank riser and a door plate with flanged edges so that a ventilation fan can be installed:	X		
3.	The existing upper access hatch has at least a 4" high tank riser and a door plate with edges that extends down over the riser at least 2" and is at least 24" in diameter:	X		

# OSHA Regulations

Item	Description	Yes	No	N/A
1.	Interior ladder has safety equipment that meets current OSHA standards:			X
2.	Interior ladders (if existing) meet 16" width requirement:			X
3.	Exterior ladder has protective cage safety equipment that is longer than 20' has balcony platforms with railings at maximum 20' intervals or has other safety equipment installed that meets current OSHA standards:		X	
4.	Exterior ladder meets 16" width requirement:	X		
5.	Tank has a sloped/domed roof with an existing ladder that extends from the sidewall/roof junction to near the center vent that has safety equipment that meets current OSHA standards:			X
6.	Cable fall protection systems installed on all ladders have a large enough diameter to meet current standards and use currently available cable climb devices:			
7.	The top edge height of all top rails, or equivalent guardrail system members, are 42 inches plus or minus 3 inches above the walking/working level, or when conditions warrant, the height of the top edge exceeds the 45-inch height, provided the guardrail system meets all other criteria of this paragraph as required by Section 1926.502(b)(1):	X		
8.	Utility owns and uses full body personal fall arrest systems and has eliminated the use of body belts after January 1, 1998 as per Section 1926.502(d):			X
9.	On tanks with sloped or domed roofs, the roof access hatch is installed in close proximity to the roof access ladder that this hatch can be safely accessed:	X		

# OSHA Regulations (Cont.)

Item	Description	Yes	No	N/A
10.	Midrails, screens, mesh, intermediate vertical members, or equivalent intermediate structural members are installed between the top edge of the guardrail system and the walking/working surface when there is no wall or parapet wall at least 21 inches high. Midrails, if used, are installed at a height midway between the top edge of the guardrail system and the walking/working level. Screens and mesh, if used, extend from the top rail to the walking/working level and along the entire opening between top rail supports. Intermediate members such as balusters, additional midrails, or architectural panels, if used between posts, are installed such that there are no openings in the guardrail system that are more than 19 inches wide:	X		
11.	On tanks with a fall protection system installed, it is possible to remain connected, or to transfer between ladders or onto the roof with the use of a lanyard and safely access all parts of this tank:	X		
12.	On tanks with sloped or domed roofs which previously had a movable ladder which is supported by a bar or bracket that encircles the center vent and is not otherwise fastened to the roof by standoffs, which was unsafe and that this ladder could come loose and fall to the ground at any time, this ladder has been replaced or modified by being permanently fastened to the tank roof with standoffs:			X
13.	Saf-T-Climb bars initially installed on the ladders have been replaced with safety cables due to the multiple recalls of these climbing brackets and the hazards of using these devices:		X	

# Water Stratification

The display on the bottom left of the inspection video and interior photos displays the water temperature. Water stratification is the difference in water temperature throughout your tank and can affect the water quality.

Warmer water rises and colder water sinks. Therefore, in warmer weather if you input colder water from your pumps, this new water will stay on the bottom and be withdrawn when the pumps stop and not mix with the warmer water already in the tank. As the disinfectant level in the older water drops to nothing over time it is susceptible to bacteriological contamination. Also, as the water sits in your tank without being withdrawn, the existing disinfectant can form an amount of byproducts that exceed EPA standards, putting your system in violation.

Description	Yes	No
The temperature of the water throughout the tank was close to being the same temperature with a few degrees or less in difference:	X	

If this answer is “No”, there is a problem with water stratification and water quality in your tank that should be addressed to prevent your system from having water contamination or being in violation of disinfectant byproduct levels.

# Structural Condition

Component	Description	O.K.	Problem	N/A
Concrete Base	Concrete base or ring supporting sidewalls is not excessively deteriorated:	X		
Seal Between Concrete Base & Tank Bottom	Seal between base and tank bottom is adequate:		X	
Concrete Base	The concrete base or ring of groundlevel tank or standpipe extends at least 6" above the ground:	X		
Steel Ring	Steel ring to hold gravel base is not displaced:			X
Erosion/Settling	Ground at foundation or ring is not eroded or settled:	X		
Anchor Bolts	These bolts are not excessively corroded, all nuts are tight and not missing, and the structural integrity is not affected:	X		
Exterior Ladders	Structurally sound, safe for use, not excessively bent, dented, twisted, damaged, or excessively corroded:	X		
Ladder Guards	The lowermost exterior ladder has a ladder guard installed to prevent access to the tank roof and tank interior:		X	
Air Vent	Not excessively damaged, corroded, or deteriorated:	X		
Overflow Pipe	Structurally sound, not bent, twisted, deformed, otherwise damaged, excessively corroded:	X		
Leaks	No indications of leakage observed:	X		



# Structural Condition (Cont.)

Component	Description	O.K.	Problem	N/A
Level Indicator	Functional, float not flooded, guide wires not broken, wire to flag not broken, bottom bracket not excessive corroded or loose, float and flag move freely and are not binding:			X
Handrails, Balconies	Balcony catwalk and all railings structurally sound and safe for use, not excessively corroded, level, smooth, not excessively bent, dented, twisted, or otherwise damaged:	X		
Interior Ladder	Not excessively bent, dented, twisted, damaged, corroded:			X
Cathodic Protection System	System components are in proper position and configuration and system is functional and adequately protecting the submerged metal from corrosion:			X
Interior Sidewall Welds	Interior welds not excessively corroded, deteriorated:			X
Interior Sidewall Plate Surfaces	Interior plate surfaces not excessively corroded or deteriorated:		X	
Bottom Welds	Bottom welds not excessively corroded, deteriorated:	X		
Bottom Plate Surfaces	Bottom plate surfaces not excessively corroded or deteriorated:	X		
Bottom Plate Deflection	Bottom plates have not deflected or depressed 4" or more:	X		
Roof Interior Plates	Interior plate surfaces not excessively corroded or deteriorated:	X		
Roof Support Beams or Angles	Beams, angles, spider rods, not excessively bent or twisted not excessively corroded:			X

# Structural Condition (Cont.)

Component	Description	O.K.	Problem	N/A
Roof Support Beams or Angles	Beams have not been welded to roof plates and plates are free to move across beams:			X
Roof Support Beams or Angles	Beams have not been caulked to roof plates and plates are free to move across beams:			X
Exterior Sidewall Welds	Exterior welds not excessively corroded, deteriorated:	X		
Exterior Sidewall Plate Surfaces	Exterior plate surfaces not excessively corroded or deteriorated:		X	
Roof Exterior Plates	Exterior plate surfaces not excessively corroded or deteriorated:	X		
Interior Support Column	Surfaces not excessively corroded or deteriorated:			X
Interior Support Column	Constructed out of pipe sections which have not been perorated by corrosion or damage and the pipe is not flooded:			X
Interior Support Column	Not bent, deformed, or damaged.			X
Interior Support Column	Bottom of column is not fastened to the floor and has angles or floor standoffs to prevent the bottom of the column from horizontal movement:			X
Roof Railings	Railings are installed along the tank edge that extend at least 6' in both directions from the top of the exterior ladder or stairs to prevent falls from the tank roof:	X		
Roof Railings	Railings are installed along the tank roof near or toward the edge that extend completely around the roof circumference to prevent falls from the tank roof:			X

# Sanitary Condition

Component	Description	O.K.	Problem	N/A
Perimeter Fence	Has barbed wire on the top, fence and barbed wire are not damaged or deteriorated, has adequate number of "No Trespassing" signs:		X	
Gates	Are not damaged and can be opened:	X		
Locks	Perimeter gate have locks:	X		
Overflow screen, flap, size	Is adequately screened or flap opens and closes and pipe is large enough:		X	
Vent Screen Material	Screen is metal, not damaged, not excessively corroded, or missing:	X		
Access hatch	Has no excessive corrosion, is not deteriorated or bent, structurally sound:	X		
Access Hatch Lock	Upper access hatch adequately locked:	X		
Evidence of Foreign Matter	No debris laying on tank bottom:	X		
Vandalism	No graffiti, litter, trash, or damage:	X		
Silt Stop	Silt stop is not missing or displaced	X		
Water Visibility	Visibility in water is at least 10':	X		

## Sediment:

Average Sediment Depth:	Less than ½"	Less than 1":	1" to 5"	5" to 10" or more
	X			

# Tank Coating Condition

Component	Description			
Interior Steel Coating Condition	Material appears to be:	epoxy		
	Coating failure & corrosion:	< 1-5%		
	Bubbling of coating:	< 1%		

Component	Description			
Exterior Steel Coating Condition	Material appears to be:	epoxy		
	Coating failure & corrosion:	< 1-5%		

## Exterior Paint Adhesion Test

If there is no insulation on the tank exterior, and there is some question as to whether or not the existing tank exterior paint system will adhere well enough to have another paint system applied on top of it, which would also encapsulate a previous paint system with lead primer material, an exterior protective coating adhesion test by a Tape Adhesion Test meeting the requirements of ASTM D 3359-87 (Method A, Method B, or both) was done as part of this inspection and the result of this test is indicated below. If the coating is still in good enough condition that the result would have been 5A, and no test was taken, then the result would be listed as 5A.

If the paint thickness was under 5 mils, a 2 mm cross hatch test was done that meets the requirements of Method B. If the paint thickness was 5 mils or thicker, a cross cut test was done that meets the requirements of Method A. If the tank contained sections of protective coating that were thicker than 5 mils, and other sections that were under 5 mils in thickness, then both tests may have been done.

The result of the adhesion test was:	5A
--------------------------------------	----

## **Ultrasonic Metal Thickness Measurements**

If there is no insulation on the tank exterior, several ultrasonic metal thickness readings of the roof and sidewall steel plate thickness were taken. Because of the difficulty of locating sections that are not corroded to determine the actual original thickness, and the difficulty of locating the very bottom of the pits in the seriously corroded sections to determine the actual minimal thickness, the accuracy of these readings are subject to some question and interpretation.

The sidewall metal thickness measurements range from 0.512” to 0.498”.

## **Exterior Paint Thickness Measurements**

If there is no insulation on the tank exterior, several measurements of the exterior protective coating dry film thickness were included with this inspection which were taken at various places around the tank exterior.

The measurements range from 3.2 mils to 17.2 mils.

# Recommendations

## General Recommendations

Item	Description	Yes	No	N/A
1.	Reinspect tank interior in 5 years:	X		
2.	Recoat the tank interior:	X		
3.	Recoat the tank exterior:	X		
4.	Reseal the junction of the exterior tank bottom or legs and riser pipe and concrete base:	X		
5.	Replace existing ladders:		X	
6.	Modify or add safety equipment to exterior ladder(s):		X	
7.	Modify or add safety equipment to interior ladder(s):			X
8.	Repair or replace roof vent:		X	
9.	Install, repair, or modify access control fence:	X		
10.	Modify drainage to expose 6" of base(s) and slope away from tank:	X		
11.	Modify or repair damaged or distorted balcony railing(s) or to meet current OSHA regulations:		X	

<b>Note:</b>	Due to the excessive cost of installation, and maintenance, and yearly inspection fees, of cathodic protection systems, and that these systems do not protect the unsubmerged portion of the tank interior which is the first area of protective coating to fail, and that they only protect up to 20% of protective coating failure when they are functioning at their peak performance, and the limited functionality of these systems, it is recommended that a cathodic system not be installed in this tank. If a cathodic system exists, it should not be reinstalled or replaced whenever this tank is recoated.
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# Recommendations (Cont.)

## Recommendations Unique and Specific To This Tank

Item	Description
1.	The items listed as NO in the AWWA Section, NO in the OSHA Section, PROBLEM in the STRUCTURAL and SANITARY Sections and listed as YES in the GENERAL RECOMMENDATIONS should be installed, modified, or repaired as indicated.
2.	The perimeter fence has been damaged and needs to have the barbed wire tightened across the top.
3.	The foundation should be pressure washed to remove weeds and dirt, and then the base should be resealed to prevent water damage under the tank.
4.	The exterior of the tank has significant rust spots forming. On the interior of the tank the upper 15-20' have significant rust caused from Ice and the installation of antennas. Budgeting for repainting of the tank should be considered within the next several years.
5.	The overflow pipe should have a 2' air gap. Currently the overflow goes into the ground with holes drilled into the pipe.
6.	The exterior of the tank should be pressure washed with a bleach water solution to remove dirt and algae.
7.	
8.	
9.	

Please contact us if you have any questions about our inspection or the recommendations or conclusions of this inspection report.

# Photo Identification

**Note:** If you chose this option, you received a photo disc with digital copies of all the interior and exterior photos taken during the inspection, an electronic copy of this complete report including photos as an Adobe Portable Document File (.pdf) document, and the interior video as a Windows Media File (.wmv) that you can copy to and play on your computer. The photos printed in this report are a representative sample of all of the photos taken and you should review the entire collection on this disc.

<b>PAGE NUMBER</b>	<b>DESCRIPTION</b>
<b>17-25</b>	<b>Lower Tank Exterior</b>
<b>26-29</b>	<b>Roof Exterior &amp; Views From The Roof</b>
<b>30-36</b>	<b>Interior Sidewalls and Ceiling</b>
<b>37-38</b>	<b>Shell Manhole</b>
<b>39</b>	<b>Water Inlet / Outlet</b>
<b>40-41</b>	<b>Floor</b>
<b>42</b>	<b>Perimeter Fence</b>

## Cathodic Protection System



# Pictures



# Pictures (Cont.)





# Pictures (Cont.)



**Exterior Ladder**



# Pictures (Cont.)





# Pictures (Cont.)

Sideshell Access





# Pictures (Cont.)





# Pictures (Cont.)

Cable Tray



# Pictures (Cont.)





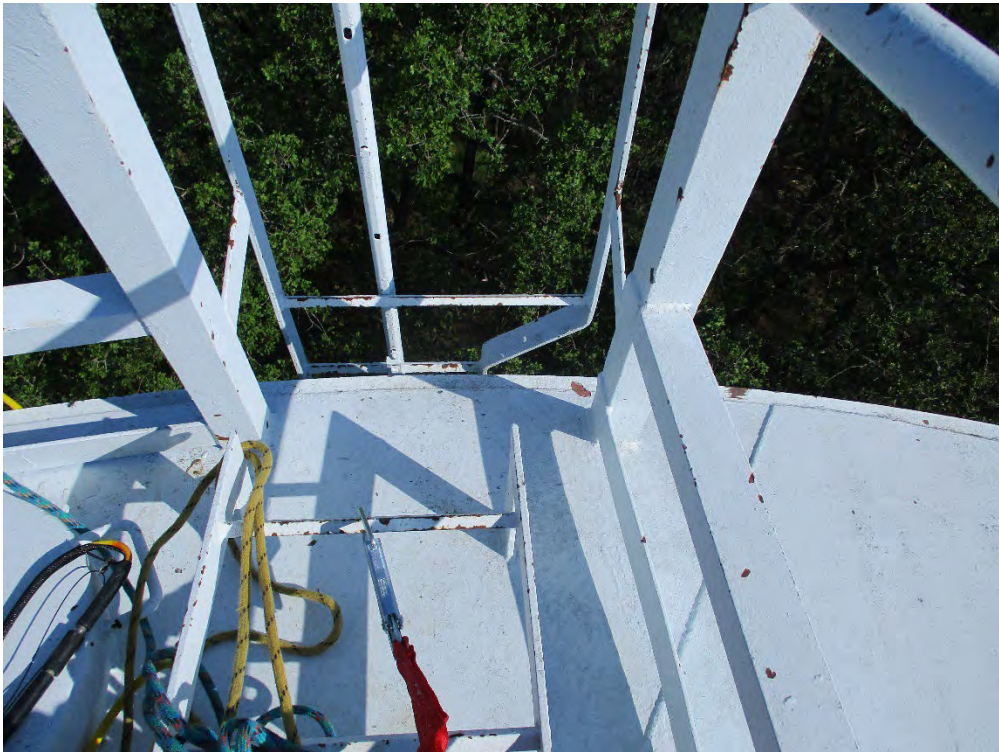
# Pictures (Cont.)

## Foundation and Anchor Bolts



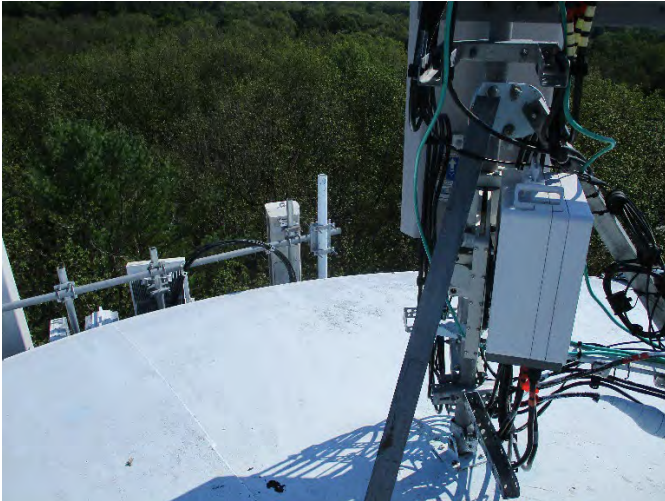
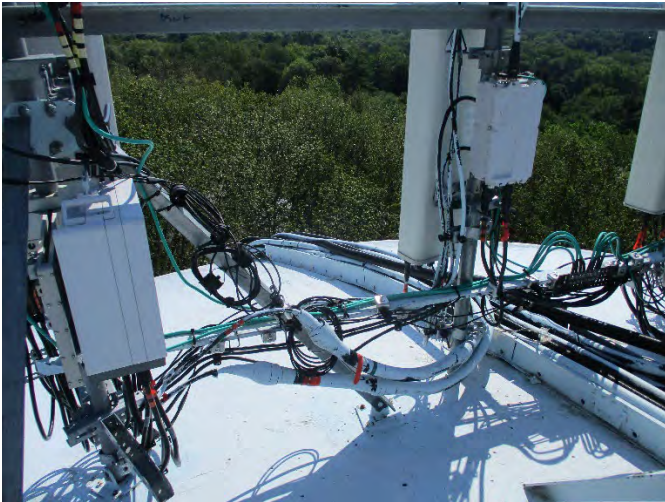
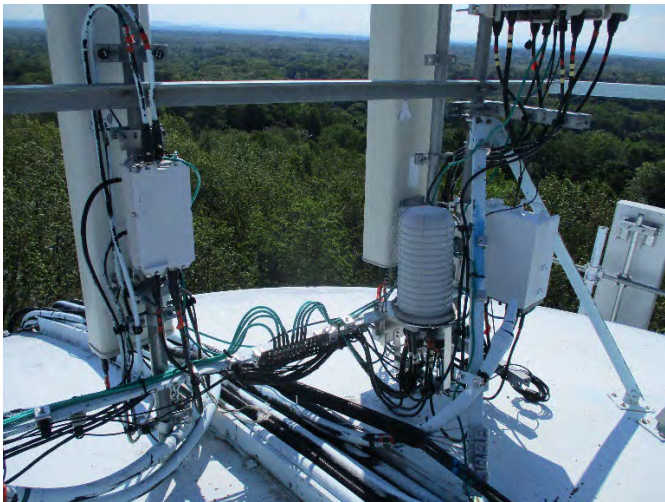


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# Pictures (Cont.)





# Pictures (Cont.)

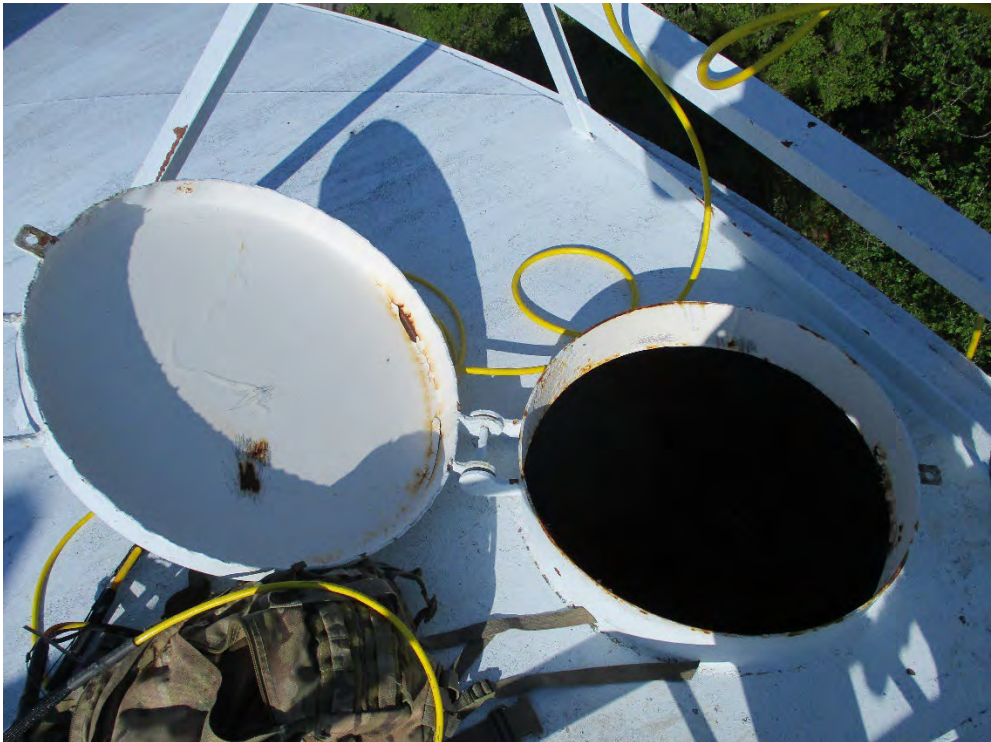
Center Vent



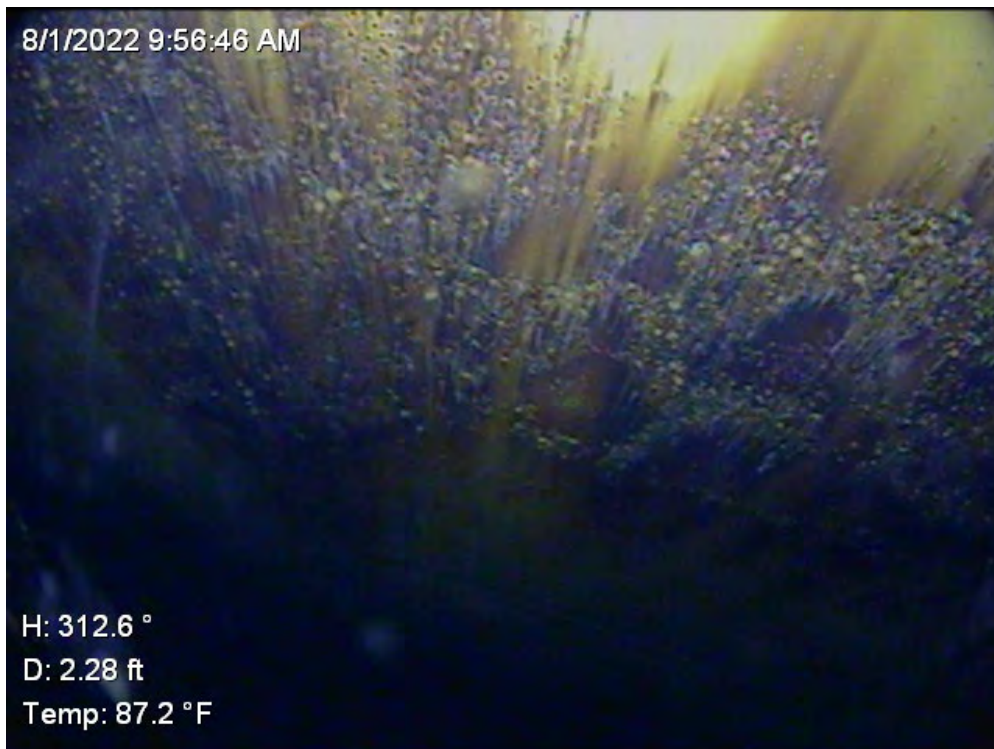
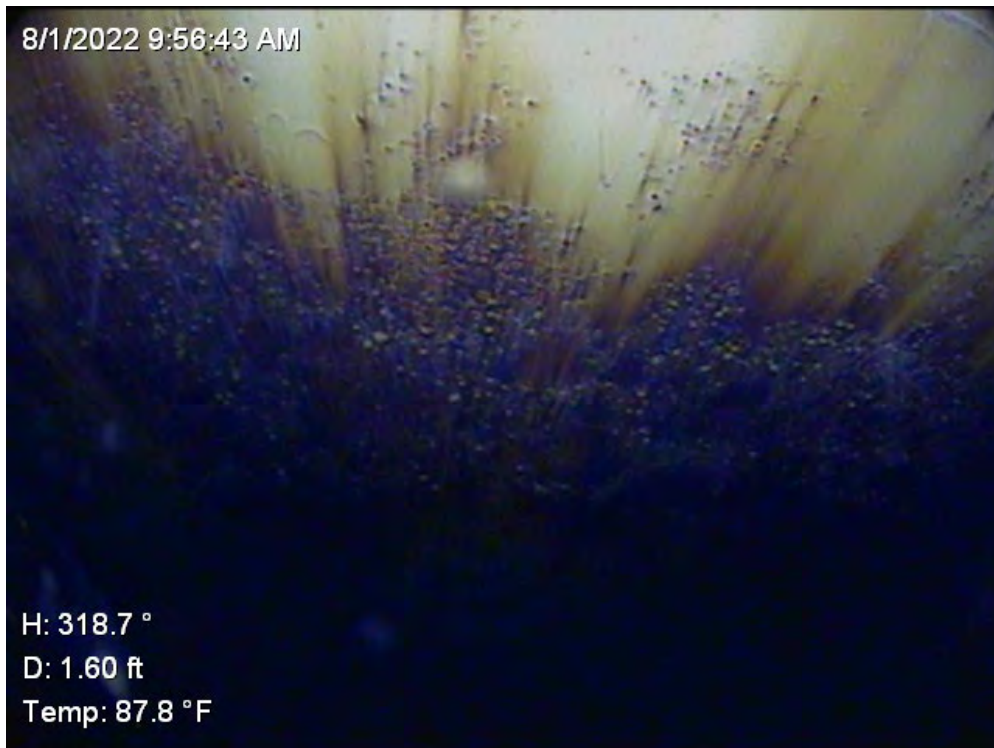


# Pictures (Cont.)

Access Hatch

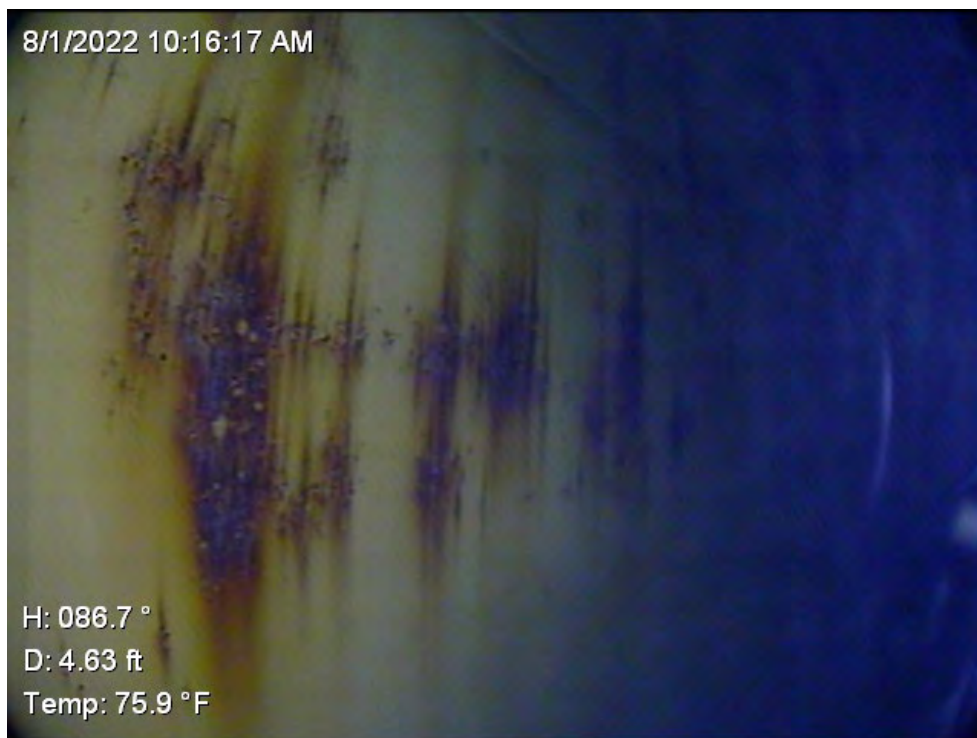
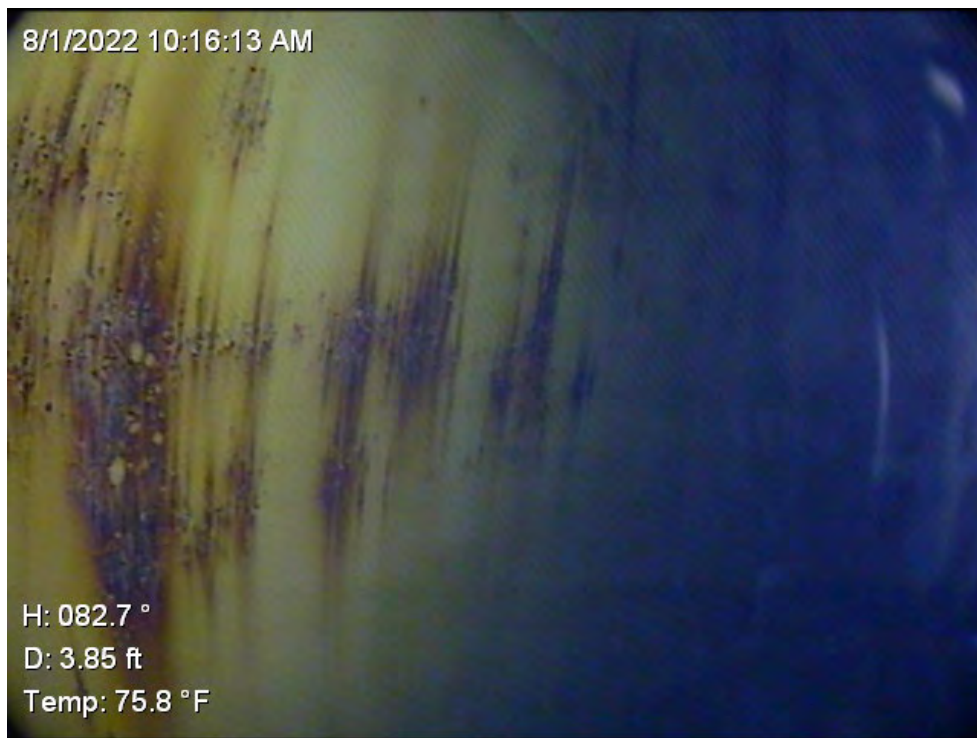


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## Pictures (Cont.)



# Pictures (Cont.)





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# Pictures (Cont.)





# Pictures (Cont.)



# Pictures (Cont.)



# Pictures (Cont.)

Inlet outlet Pipe





# Pictures (Cont.)





# Pictures (Cont.)





# Pictures (Cont.)

Perimeter Fence









# Condition Assessment

18307668486

## GENERAL INFORMATION

### Salesforce Info

<b>VIP Opportunity Number(SFID)</b>	75749
<b>Salesforce Oracle Site ID #</b>	184179

### Client

<b>Client Name</b>	VILLAGE OF BALLSTON SPA, NY
<b>Street address of client office</b>	66 FRONT STREET
<b>City of client address</b>	BALLSTON SPA
<b>Zip code of client address</b>	12020
<b>State</b>	NY
<b>County</b>	SARATOGA
<b>Account Opportunity</b>	TANK MP - BALLSTON SPA - JOHN ST TANK

## INSPECTION INFORMATION

### Inspection Staffing and Information

<b>Inspection Date</b>	May 2, 2023
<b>Inspection Type</b>	Full condition assessment
<b>Inspection Task</b>	Visual
<b>Region</b>	North
<b>Water System Consultant</b>	Nick Rapagnani
<b>WSC Phone Number</b>	1-973-462-7381
<b>WSC Email</b>	nick.rapagnani@usgwater.com



<b>Inspector</b>	Chris Patterson
<b>Certification</b>	NACE CIP Level 2
<b>Inspector email</b>	Christopher.patterson@veolia.com

## GENERAL TANK INFORMATION

<b>Current exterior color (include multi-color description)</b>	Blue
<b>Asset Name</b>	JOHN ST TANK
<b>Tank type</b>	Standpipe
<b>Dry Riser Present</b>	No
<b>Street address of tank</b>	JOHN STREET
<b>City where tank is located</b>	BALLSTON SPA
<b>County where tank is located</b>	SARATOGA
<b>State where tank is located</b>	NY
<b>Zip code of tank</b>	12020
<b>Lat/Long location of asset</b>	30 John St, Ballston Spa, NY 12020, USA latitude: 43.01421984308608 altitude: longitude: -73.85067746094852 [ <a href="#">viewMap</a> ]
<b>Tank construction material</b>	Steel
<b>Connection type</b>	Welded
<b>Tank fabricator ID plate Photo</b>	



<b>Tank built (YR)</b>	1979
<b>Tank capacity</b>	750000
<b>Height of tank</b>	94

Height measured to

Top of tank

## SITE INFORMATION

**Tank Profile Photo**



**Road/drive accessible to needed renovation equipment**

Yes

**Site security**

Fenced with locked gates

**Site gates Photo**



**Site fence gate width less than 10'**

No

**Damage to site fence**

No

**Site overview Photo**



**Staging area available for needed renovation equipment**

**Graffiti Present on Tank**

**Obstructions by tank**

**Obstructions by tank Photo**

Yes

No

Power lines (3/4 height of tank away)  
Cell equipment is within 10ft off the tank





**Type of overhead power line**

**Overhead powerline distance from tank (ft)**

**Site within 40 miles of saltwater coast**

**SCADA/Telemetry/Antennas**

**Cathodic protection system present**

**Neighboring houses/building sensitive receptors/liabilities**

**↳ Describe**

**Neighboring Houses/Sensitive Receptor Photo**

Power pole

10

No

Antennas on or around tank

No

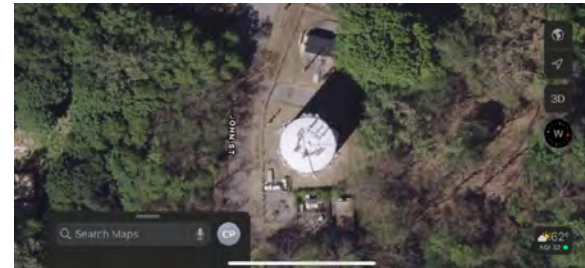
Yes

↳ Building in the fenced in area roughly 20ft from the tank.



Distance (FT) to closest sensitive receptor/liability  
Pond/lake/stream/body of water within 500' of tank  
Site UAV Drone/Satellite Photo

10ft  
No



## EXTERIOR ROOF

Exterior Roof Photo





Type  
 Construction Material  
 QTY of Exterior Rafters  
 Average DFT  
 Adhesion Test Photo

Dome  
 Steel  
 0  
 11.5



Adhesion - a = "X" test greater 5 mils, b = "cross hatch" test less than 5 mils

1a - Most of area removed along X under tape

Adhesion Test or observation - Location of Coatings Failure

Adhesion Failure - Multiple Coats above and below Failure

Coating Condition

Fading or Chalking Present  
 Cracking, Blistering, or Peeling Present  
 Bio-Growth Present

Exterior Roof - Coating failure or issues Photo



<b>Glossy sheen or clear coat</b>	No
<b>Fading or Chalking</b>	Moderate
<b>% total surface area of Cracking, Blistering, or Peeling</b>	5
<b>% total surface area of Bio-Growth</b>	60
<b>Type of corrosion present</b>	Flash
<b>% total surface area of Flash Rust</b>	1
<b>Existing Rigging Couplings/Covers/Bolts</b>	None
<b>Holes present or Removal of Cathodic Protection Cover Plates Needed</b>	No

## EXTERIOR SHELL

### Exterior Shell Surfaces

#### Exterior Shell Photo



**Shell circumference (FT)**

104

**Shell diameter (FT)**

33

**Pilasters present**

No

**Is a Logo Present**

None Present

**Shell Average DFT**

11.5

**Adhesion Test Photo**



**Adhesion - a = "X" test greater 5 mils, b = "cross hatch" test less than 5 mils**

2a - Jagged removal up to 1/8" on either side

**Adhesion Test or observation - Location of Coatings Failure**

Adhesion Failure - Multiple Coats above and below Failure

**Shell - Coatings Condition**

Fading or Chalking Present

**Exterior Shell - Coating failures or issues Photo**





**Glossy sheen or clear coat**  
**Fading or Chalking**  
**% of Bio-Growth**  
**Shell - type of corrosion present**  
**% of Flash Rust**

No  
 Moderate  
 40  
 Flash  
 10

## EXTERIOR SOW

### Exterior Recommended Surface Preparation and Coatings

**Is Containment Needed**  
 ↳ SOW  
**Ext - Type of Surface Preparation**  
**Ext - Coating System**

Yes  
 ↳ I recommend a full abrasive blast.  
 SP6 Commercial Blast  
 Full Prime  
 Intermediate Stripe Coat  
 Full Intermediate  
 Full Finish

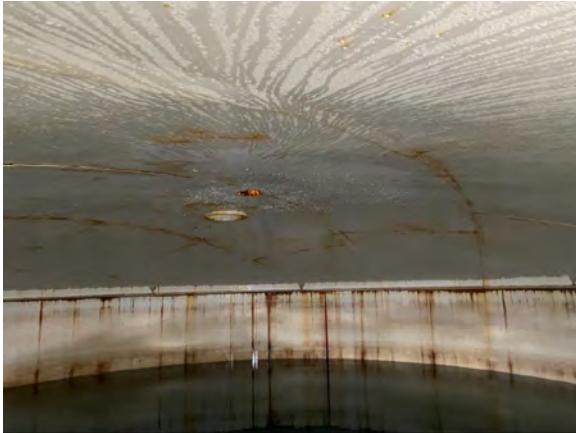
### Exterior Steel Repairs

**QTY of new 2 1/2" rigging couplings to be installed**  
**Roof Repair or Replacement Needed**

8  
 None identified

# WATER CHAMBER ROOF AND RAFTERS

**Water Chamber Roof Photo**



**Support Type**

Self Supporting

**Construction Type**

Overlapped Plate - Stitch Welded  
Painters Rail Present

**Topcoat color**

White

**Roof Average DFT**

24

**Water Chamber Roof - Coating failures or issues Photo**



**Water Chamber Roof - type of corrosion present**

Flash

**% of Flash Rust**

20



# WATER CHAMBER SHELL/BOWL/FLOOR

## Water Chamber Shell/Bowl/Floor Surfaces

**Water Chamber Shell/Bowl Photo**



**Water Chamber Floor Photo**



**Sediment Photo**



**Depth of sediment**

Floor is not visible

**Baffle wall(s)/curtain(s) present**

No

**Water Chamber Shell/Bowl/Floor Coating Condition**

Sediment present - Floor not visible

**Water Chamber Shell/Bowl/Floor - type of corrosion present**

Flash

**% of Flash Rust**

50

## WATER CHAMBER SOW

### Water Chamber Recommended Surface Preparation and Coating

**WC - Is Dust Collection Needed**

Yes

↳ SOW

WC - Type of Surface Preparation

WC - Coating System

↳ I recommend a full interior abrasive blast

SP10 Near White Blast

Full Prime

Intermediate Stripe Coat

100% Solids Epoxy Full Interior Finish Coat

## WATER QUALITY

Water quality items present

None present

### Water Quality Repair/Install Recommended

Water Quality Issue Photo



Water Quality Issues Present

Recommended Water Quality Repair/Install

Heavy sediment buildup

Washout cleaning

## FOUNDATION/BASE

### Anchor bolts

Anchor bolt(s) Photo





**Anchor bolts structure condition**

**Anchor bolt size**

**Anchor Bolt = Repair or replacement needed**



No deficiencies visible

1 5/8

No repair/replacement needed

## Concrete foundation

### Foundation Photo





**Foundation = Condition/issues**

**Foundation - Cracks**

**Foundation - Surface erosion severity**

**Foundation - SQFT of Spalling with exposed rebar**

**Foundation - Probable cause of undermining**

**Foundation = Repairs needed**

↳ SOW

Cracks present  
Surface erosion  
Spalling

Vertical cracking  
Horizontal cracking

Moderate-aggregate showing

0

Water erosion-improper water runoff

Yes

↳ Repair cracks and spalling on the tank base. Mortar should be sufficient enough. The concrete around the pit should be formed and concrete should be poured over.

## ADDITIONAL APPURTENANCES

### Lighting and Electrical

LIGHTING AND ELECTRICAL

1 OF 1

**Lighting and Electrical Photo**





**Lighting Electrical Location**

**Lighting/electrical type**

**Light mounting location**

**Conduit type**

**Lighting/Electrical Repair/Replace/Install**

↳ SOW

Around tank base

Power to tank accessories

Post mount

Flexible

Replace

↳ I would advise this electrical system be removed because it seems to be inactive. It is also right below that ladder making it a hazard to climb.

## PIPING

### Overflow

**Overflow Photo**



**Overflow pipe material**

Steel

**Weir box location**

Water chamber

**Overflow location**

Completely external

**Overflow OD (in)**

9

**Overflow termination type**

Piped directly into the ground

**Overflow sanitary compliance**

Required air gap NOT present - piped directly into ground

Screen - mesh NOT sufficient

**Overflow Repair/Replace/Install**

Replace

↳ SOW

↳ Replace bottom portion of the overflow. The overflow should be cut back 16" off the ground and a flapper/screen combo end should be installed.

## Vault/Pump House

**Valve vault/Pump house**

Vault

**Valve/Pump house Photo**





Vault/Pump house piping coating condition  
Vault area free of standing water

Good  
Yes

## ANTENNAS AND COAXIAL

ANTENNA/COAXIAL

1 OF 3

Antenna/Coaxial Photo



**Antenna/Coaxial Location**

**Mounting style**

**Mount method to tank surface**

**Do all antenna brackets, mounts & coaxial give at least 8" clearance to tank surfaces**

↳ Describe clearance issue

**Do antenna, brackets, mounts & coaxial block safe access for climbing or rigging**

Exterior shell

Mounted to other tank apparatus

Bolted

No

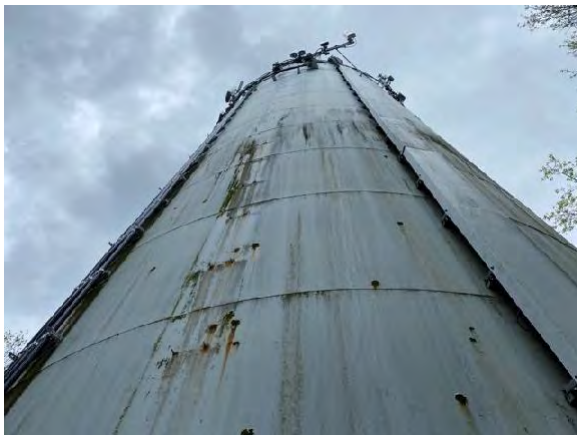
↳ Under 8" clearance.

No

ANTENNA/COAXIAL

2 OF 3

**Antenna/Coaxial Photo**





<b>Antenna/Coaxial Location</b>	Exterior shell
<b># of cellular antennas present</b>	9
<b>Mounting style</b>	Mounted to other tank apparatus
<b>Do all antenna brackets, mounts &amp; coaxial give at least 8" clearance to tank surfaces</b>	Yes
<b>Do antenna, brackets, mounts &amp; coaxial block safe access for climbing or rigging</b>	No

ANTENNA/COAXIAL

3 OF 3

Antenna/Coaxial Photo



<b>Antenna/Coaxial Location</b>	Exterior roof
<b>Mounting style</b>	Corral system
<b>Mount method to tank surface</b>	Bolted
<b>Do all antenna brackets, mounts &amp; coaxial give at least 8" clearance to tank surfaces</b>	Yes
<b>Do antenna, brackets, mounts &amp; coaxial block safe access for climbing or rigging</b>	No

**LADDERS/HANDRAILS/STAIRS/PLATFORMS**

LADDER INFORMATION

1 OF 2

**Ladder Photo**



**Ladder location**

Exterior shell

**Are all ladders on tank design and dimensions the same**

Yes

**Height from ground to ladder**

20'

**Ladder material**

Steel

**Ladder safety climb device(s)**

Notched rail

↳ SOW

↳ Removal notched rail and install flex cable climb.

**Ladder Repair/Replacement/Installation needed**

No repair or replacement needed

**Ladder length (FT)**

70

**Ladder security door/gate present**

No

↳ SOW - Repair/Replace/Install

↳ Install lockable ladder gate.

**Ladder cage present**

No

LADDER INFORMATION

**Ladder Photo**



<b>Ladder location</b>	Exterior roof/Dome/Shell
<b>Are all ladders on tank design and dimensions the same</b>	Yes
<b>Ladder material</b>	Steel
<b>Ladder safety climb device(s)</b>	None installed
↳ <b>SOW</b>	↳ Install flex cable climb.
<b>Ladder length (FT)</b>	16
<b>Ladder security door/gate present</b>	N/A
<b>Ladder cage present</b>	No

**HANDRAILS/PLATFORMS**

1 OF 1

**Handrails/Platforms Photo**



Handrail/Platform location  
 Handrail/Platform material  
 Handrail/Platform OSHA non-compliance  
 Handrail/Platform Repair/Replacement/Installation needed  
 ↳ SOW

Exterior roof  
 Steel  
 Can pass an 18" sphere through handrail at any point  
 Install  
 ↳ Install a rail between upper and mid rail to close the gap to under 18"

## HATCHES/MAN WAYS/DOORS

HATCHES

1 OF 2

Hatch Photo



Hatch location  
 Hatch type  
 Hatch opening measurement(s) IN  
 Hatch security  
 ↳ Did you add a lock/bolt/carabiner?  
 Hatch compliance with sanitary requirements  
 ↳ Explain issue(s)  
 Hatch repair/replace/install needed  
 ↳ SOW

Water chamber-roof perimeter  
 Round hinged  
 24  
 Lockable but not locked  
 ↳ No  
 Unsatisfactory  
 ↳ Needs a lock.  
 Install  
 ↳ Install lock

HATCHES

2 OF 2



**Hatch Photo**



**Hatch location**

Water chamber-roof center

**Hatch type**

Round bolt flanged

**Hatch opening measurement(s) IN**

24

**Hatch security**

Locked

**Hatch compliance with sanitary requirements**

Satisfactory

**Hatch repair/replace/install needed**

No repair or replacement needed

**MAN WAYS**

1 OF 2

**Man way Photo**



**Man way location**

Shell



<b>Man way type</b>	Bolted flange
<b>Man way opening measurement(s) IN</b>	24
<b>Man way gasket condition</b>	Good
<b>Watertight condition</b>	No leaks visible
<b>Man way securing assembly condition</b>	Good
<b>Man way - Repair or replacement needed</b>	No repair or replacement needed

MAN WAYS

2 OF 2

**Man way Photo**



<b>Man way location</b>	Shell
<b>Man way type</b>	Bolted flange
<b>Man way opening measurement(s) IN</b>	36
<b>Man way - Repair or replacement needed</b>	Install
↳ SOW	↳ Install new 36" man way 180 degrees from current man way.

DOORS/ACCESS

1 OF 1

**Door/Access Photo**



**Door type**

**Door Access Security**

↳ **Describe issue**

**Door Access - Repair/Replacement needed**

Hatch style man door

Unlocked/not secured

↳ **Install a lock.**

No repair/replacement needed

## VENTING

VENT

1 OF 1

**Vent Photo**



**Location**



**Center**



<b>Material</b>	Steel
<b>Neck Diameter (vent side)</b>	9
<b>Neck Diameter (Tank mount side)</b>	9
<b>Items attached to the vent</b>	No
<b>Vent repair/replace/install</b>	No repair/replacement needed

## POST INSPECTION INFORMATION

### General Review of Coatings Condition

<b>Exterior General Coatings Condition</b>	Poor
<b>Water Chamber General Coatings Condition</b>	Poor

## APPROVAL

**Select Approver** [christopher.patterson@suez.com](mailto:christopher.patterson@suez.com)

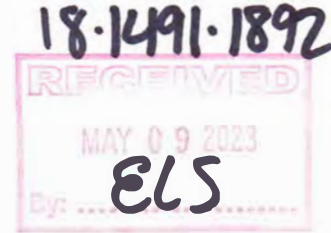


Sales Department  
Paint Chip Identification Request



SHERWIN-WILLIAMS.

\*Date: 05/02/2023  
\*City or County: Ballston Spa  
\*State: NY  
Customer: Village of Ballston Spa NY  
Tank Name: John St Tank  
Tank Size/Type: 750k/Standpipe  
SUEZ Sample #: CP 05/02/2023-1  
\*Submitted By: Christopher Patterson  
Employee Dept. #: 134



(\*) Denotes Required Information for proper identification by Analytical Lab

To: Mr. E Lynn Shirey II  
Shirey Analytical Services, LLC  
1028 Hercules Avenue  
Houston, TX 77058  
Phone: 281-352-6357

1. Interior Sample

Sample Location: (ie.: Roof, Sidewall, Floor) Hatch neck  
This sample should reflect the majority of the tested area, please avoid Touchup areas  
Topcoat Color that needs to be identified White  
FTIR Generic Topcoat Analysis: Pigmented Epoxy

2. Exterior Sample

Sample Location (ie.: Roof, Sidewall, Floor) Shell bottom  
This sample should reflect the majority of the tested area, please avoid Touchup areas  
Topcoat Color that needs to be identified Light blue  
\*Please check for clear coat: NO CC  
FTIR Generic Topcoat Analysis: Pigmented Acrylic Aliphatic Urethane

3. Additional Sample

Sample Location: (ie.: Roof, Sidewall, Floor) N/A  
This sample should reflect the majority of the tested area, please avoid Touchup areas  
Topcoat Color that needs to be identified N/A  
FTIR Generic Topcoat Analysis:

Analytical Use Only:

	1	2	3

No evidence of coating. (Inorganic/Rust Material)  
Missing Information.  
Not enough samples in bag for proper identification.

Email to: lara.townsend@usgwater.com , Brian.k.huffman@sherwin.com,  
christopher.patterson@usgwater.com

\*SAMPLER NAME/SUBMITTED BY: **Christopher Patterson**  
SAMPLER EMAIL: **christopher.patterson@usgwater.com**  
EMPLOYEE DEPT #: **134**  
SAMPLE # (ie.: SUEZ BM12-01-2018): **CP 05/02/2023-1**  
\*DATE RELINQUISHED: **05/08/2023**  
TIME SENT: **3:00pm**  
CUSTOMER: **Village of Ballston Spa NY**  
\*CITY: **Ballston Spa**  
\*STATE: **NY**  
TANK NAME: **John St Tank**  
TANK SIZE/TYPE: **750k/Standpipe**  
SAMPLE DATE: **05/02/2023**  
**INTERIOR**  
INT SAMPLE TIME: **11:00am**  
INT SPEC LOCATION: **Hatch neck**  
INT TOPCOAT COLOR: **White**  
**EXTERIOR**  
EXT SAMPLE TIME: **10:30am**  
EXT SPEC LOCATION: **Shell bottom**  
EXT TOPCOAT COLOR: **Light blue**  
**ADDITIONAL**  
ADD SAMPLE TIME: **N/A**  
ADD SPEC LOCATION: **N/A**  
ADD TOPCOAT COLOR: **N/A**



(\*) Denotes Required Information for proper identification by Analytical Lab

**HIH LABORATORY, INC.**

100 E. NASAParkway, Suite 210

P.O. Box 57727

Webster, Tx 77598

(281) 338-9000

FAX (281) 338-2351

**Report Number** 55697

**PO Number** 18-1491-1892

**LABORATORY ANALYSIS REPORT**

SHIREY ANALYTICAL SERVICES  
1028 HERCULES AVE.  
HOUSTON TX 77058

**Attention:**  
Mr. Lynn Shirey

**Report Number** 55697  
**Client Number:** 1105 0

**Date Received:** 05/09/2023  
**Date Reported:** 05/12/2023

<i>HIH Sample Number:</i>	<i>Client Sample ID</i>	<i>Date Collected</i>	<i>Sample time (min)</i>	<i>Sample Vol. (L) or Area</i>						
<i>Analyte</i>	<i>Result</i>	<i>Units</i>	<i>Actual Exp</i>	<i>Units</i>	<i>Test date:</i>	<i>Reporting Limit</i>	<i>Blank Corrected</i>	<i>Lower 95% Confidence Limit</i>	<i>Upper 95% Confidence Limit</i>	
572293	JOHN ST TANK CP05/02/2023- 5/2/2023 1 INTERIOR HATCH NECK	5/2/2023								
Chromium (as Cr)	40	ug/g	0.004	%	5/11/2023	30 ug/g	No			
Lead (as Pb)	< 50	ug/g	< 0.005	%	5/11/2023	50 ug/g	No			
572294	JOHN ST TANK CP05/02/2023- 5/2/2023 1 EXTERIOR SHELL BOTTOM	5/2/2023								
Chromium (as Cr)	< 30	ug/g	< 0.003	%	5/11/2023	30 ug/g	No			
Lead (as Pb)	4900	ug/g	0.49	%	5/11/2023	50 ug/g	No			

**HIH LABORATORY, INC.**

**Report Number** 55697

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**PO Number** 18-1491-1892

**LABORATORY ANALYSIS REPORT**

Report Number  
55697

**SUPPLEMENTARY QUALITY ASSURANCE INFORMATION**

Analyte	Method	Media	Test date	Analyst	Instrument	MS % Recovery	MSD % RECOVERY	MS/MSD RPD	LCS % Recovery:	Precision (% Sr)	Blank Result	DUP RPD	Range	Batch No	Lit Ref	HIH Sample #
Chromium (as Cr)	NIOSH 7303M	Paint	05/11/2023	EP	8300MET	99.2	101	1.49	97.2		< 30	ug/g		41031		572293
Lead (as Pb)	NIOSH 7303M	Paint	05/11/2023	EP	8300MET	97.2	99.8	2.68	108		< 50	ug/g		41031		572293

**Method Literature References**

97 NIOSH Manual of Analytical Methods, 4th Edition, August, 1994

HIH Laboratory did not collect these samples; therefore, calculations and sampling information are based on client-supplied sampling data.

Samples arrived in good condition unless otherwise noted.

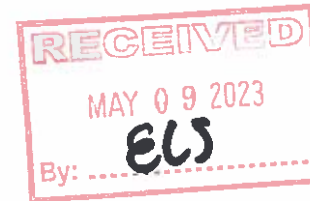
**Approved Signatory:** Carole A. Newman  
Esteban P. Piña, Technical Manager

**END OF REPORT**





# CHAIN – OF – CUSTODY RECORD



18-1491-1892

TYPE SAMPLE: Paint chips

CUSTOMER: <i>Village of Ballston Spa NY</i>		CITY: <i>Ballston Spa</i>		STATE: <i>NY</i>
TANK NAME: <i>John St Tank</i>		TANK SIZE/TYPE: <i>750k/Standpipe</i>		
SAMPLER: <i>Christopher Patterson</i>		DEPARTMENT #: <i>134</i>	SIGNATURE:	DATE: <i>05/08/2023</i>
RETURN ADDRESS: <i>USG Water Solutions ATTN: Lara Townsend PO Box 1350 Perry, GA 31069</i>			**RETURN COPY OF THIS RECORD WITH RESULTS**	

SAMPLE #	SAMPLE REMOVAL DATA			ANALYSIS REQUESTED	
	DATE	TIME	SPECIFIC LOCATION	LEAD	CHROMIUM
<i>CP 05/02/2023-1</i>	<i>05/02/2023</i>	<i>11:00am</i>	<i>Interior Hatch neck</i>	X	X
<i>CP 05/02/2023-1</i>	<i>05/02/2023</i>	<i>10:30am</i>	<i>Exterior Shell bottom</i>	X	X
<i>CP 05/02/2023-1</i>	<i>05/02/2023</i>	<i>N/A</i>	<i>Additional N/A</i>	X	X

SAMPLES RELINQUISHED BY:			SAMPLES RECEIVED BY:		
NAME	DATE	TIME	NAME	DATE	TIME
<i>Christopher Patterson</i>	<i>05/02/2023</i>	<i>3:00pm</i>	<i>Lynn Shirey</i>	<i>5/9/23</i>	<i>11</i>
<i>Lynn Shirey</i>	<i>5/9/23</i>		<i>Carol Newman</i>	<i>5/9/2023</i>	<i>10/12</i>

UTILITY SERVICE COMPANY INC.  
WATER TANK MAINTENANCE

Lara.townsend@usgwater.com (478) 988-5274  
Fax: (478) 987-2991

*christopher.patterson@usgwater.com*

Invoices to: [accounting@usgwater.com](mailto:accounting@usgwater.com)

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