



**PURCHASING DEPARTMENT**

**COUNTY OF STEUBEN**

**BID DOCUMENT**

**Legal Notice**

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Commissioner of Public Works will receive sealed bids per specifications for:

**Title: Liquid Bituminous Material(s); Non-State Specifications**  
**Document Number: PW-10-028-B**

Bid documents are available, as of this date, at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-776-9631, Ext. 2484. **These documents are also available on the internet; Steuben County website at [www.steubencony.org](http://www.steubencony.org); click on Public Works Department or Purchasing Department.**

Interested parties assume all responsibility to acquire bid information and forms.

To be considered, bids must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope. Bids will be received at the Purchasing Department until 1:30 P.M. local time on **Thursday, February 11, 2010**; at which time bids will be opened and read publicly.

By Order of the Public Works Committee  
Dated: January 28, 2010

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James L. Gleason  
Director of Purchasing

## Liquid Bituminous Material(s); Non-State Specifications

### GENERAL TERMS AND CONDITIONS

1. **Objective:**

(R042208)

This bid document is published in order to obtain competitive prices for: **Liquid Bituminous Material(s); Non-State Specifications**. Award(s) issued as a result of this bid solicitation shall require awardee to furnish, deliver, and apply liquid bituminous materials at “contract user” designated job site(s). If requested by the contract user, the contractor shall be required to furnish rental equipment and labor at rates submitted in response to this bid document. **Note:** The County does not intend to procure any of these materials. Any contract(s) and/or purchase(s) arising from an award of this bid solicitation will be by and for townships within the bounds of Steuben County.

2. **Acquisition of Bid Documents:**

(R042208)

- a. Bid documents are available, as of this date, at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number 607-776-9631, Ext. 2484. These documents are also available on the internet; Steuben County website at [www.steubencony.org](http://www.steubencony.org); click on Public Works Department or Purchasing Department.
- b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure requestor’s receipt of bid documents; timely or otherwise.
- c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company’s qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient’s equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Document Number:**

(R042208)

- a. This document has been assigned the following number: **PW-10-028-B**.
- b. Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
- c. It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Public Works or the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

4. **Examination, Interpretation, Correction of Bid Documents:**

(R042208)

Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department (Reference: **Contact Personnel** clause) at least three (3) days prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

## Liquid Bituminous Material(s); Non-State Specifications

### 5. Requirements:

(R051908)

#### a. **Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County’s intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

#### b. **Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) **AND** that the bid document as published or amended represents the requirements acceptable to Steuben County.

**However**, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
  - ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.
- c. Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.
- i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
  - ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

### 6. Preparation of Bid Documents:

(R042208)

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
  - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
  - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
  - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
  - iv. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the bidder’s signature shall be signed by the bidder or the bidder’s authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.

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- c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d. Unless otherwise specified by Steuben County, all bids are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**
- e. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

#### 7. **Non-Collusive Bidding Clause and Certificate:**

(R050508)

- a. Clause –  
 “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”
- b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.

#### 8. **Hold Harmless Clause and Form:**

(R042808)

- a. Clause –  
 “The Contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”
- b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.

#### 9. **Required Insurance(s) and OSHA Training:**

(R121208)

- a. This bid document includes an information sheet entitled: **STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS**. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee’s insurance lapses during the term of the contract, the

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County reserves, as its right, the right to cancel the awardee's contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

- b. **Additional Insured, Certificate Holder, and Bid Document Number -**
- i. **Steuben County shall be named\* as an "Additional Insured"** in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this bid.  
\*Note: "Additional Insured" shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
  - ii. **"Certificate Holder"** shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
  - iii. With regard to **"Additional Insured"** and **"Certificate Holder"**; unless specified to the contrary herein, the following shall not be acceptable to Steuben County:
    - Other designations such as "Steuben County Legislature"
    - Specific departments (committees, sub-groups, etc.) such as "Department of Public Works"
    - Other entities (public or private) and named individuals such as "ABC" Township, "XYZ" Corporation, "John and Mary Doe", etc.
  - iv. The **Bid Document Number** and the **Bid Title** shall be referenced in the "Description..." / "Additional Comments" section of the Certificate of Insurance form.
- c. Each awardee shall submit an **original** of its **Certificate of Insurance** (which indicates the contractor's compliance with the above sections a. and b. to the following:  
Steuben County Department of Public Works, Attention: Jennifer DeMonstoy, Senior Clerk, 3 East Pulteney Square, Bath, New York 14810 (607) 664-2460.
- d. The **Certificate of Insurance** must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
- f. **Workers' Compensation Insurance Exemption—**  
Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g. **OSHA Training—**  
Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of **two hundred and fifty thousand dollars (\$250,000.00) or more**; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.  
In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder's/proposer's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

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### 10. **Sales Tax Exemption:**

(R042208)

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

### 11. **NYS Labor Law; “Prevailing Wage and Supplements”:**

(R040809)

a. The attention of each and all bidders is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – **“Prevailing Wage and Supplements”**. Steuben County does, in good faith, identify those projects/services it believes to be – “Prevailing Wage and Supplements” projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.

b. All interested parties (including, but not limited to, bidders, contractors, and sub-contractors) shall note, understand and comply with the following:

In the event the New York State Department of Labor amends the “Prevailing Wage Rate Schedule” applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay “Prevailing Wages and Supplements” shall be required to pay said “Prevailing Wages and Supplements” in accordance with the most current, applicable **“Prevailing Wage Rate Schedule”** in effect at the time the work is performed.

c. The **General Provisions of Laws Covering Workers; NYS-DOL** requires as follows: “Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), 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 (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial “Certified Payroll” and the periodic “Certified Payroll(s)” as required herein.**

### 12. **Equivalents:**

(R042208)

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

### 13. **Supportive Documentation:**

(R042208)

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer

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the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

14. **Protection from Claim Against “Or Equal”:**

(R042208)

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

15. **Addendum/Addenda:**

(R042208)

- a. If an addendum has been issued prior to the County’s receipt of bids; Steuben County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Director of Purchasing (607) 776-9631, Ext. 2484, to determine if an addendum has been issued.
- b. Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.
- c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal.

16. **Multiple/Alternate Bid Submittal(s):**

(R042208)

For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted. **Note:** However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

17. **Submittal of Bid(s):**

(R042808)

- a. For each bid it submits, the bidder shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer’s specifications, etc.)
  - i. One (1) set shall be stamped (or otherwise indicated) as being the “**ORIGINAL.**”
  - ii. One (1) set shall be stamped (or otherwise indicated) as being the “**DUPLICATE**” or “**COPY.**”
  - iii. Information presented in the “**ORIGINAL**” set of the bid submittal shall prevail.
- b. **Requirements for Addressing the Bid Submittal Envelope :**
  - i. The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder’s name and address and the designation: “**Sealed Bid – Liquid Bituminous Material(s); Non-State Specifications.**”
  - ii. The envelope shall be addressed to James L. Gleason, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c. Bids shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, until 1:30 P.M. local time on **Thursday, February 11, 2010**, at which time bids shall be opened and read publicly.

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- d. Facsimile transmitted bids are not acceptable and shall be rejected.
- e. Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered “delivered on time,” a bid submittal must be received at the Purchasing Department by the appointed hour.

18. **Late Bids:**

(R042208)

Bidders shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the bidder’s risk. Late bids shall not be considered and shall be returned unopened.

19. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**

(R042208)

- a. Steuben County reserves as its right, the right to require clarification from bidders for the purpose of assuring a full understanding of the bidder’s responsiveness to the solicitation requirements.
- b. Steuben County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

20. **Civil Rights:**

(R042208)

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all bidders that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

21. **Award of Bid:**

(R042208)

For the purposes of this bid and subsequent award(s), **it is intended that award(s) be made per category, on a line item basis to the lowest “Intoto Price Bid per Gallon”.**

- a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible bidders who sufficiently meet the terms, conditions, and specifications stated herein. **However**, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Steuben County.
- b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

22. **Executory Clause:**

(R042208)

In accordance with Section 41 of the New York State Finance Law, Steuben County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

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23. **Assignability:**

(R042208)

The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Commissioner of Public Works and the Steuben County Public Works Committee.

24. **Term Contract(s):**

(R042208)

a. **Commencement of Contract Term –**

In the event a contract is in place at the time of award of this bid solicitation, the award shall not become effective until the current contract has expired.

In the event a contract is not in place at the time of award of this bid solicitation, the award shall become effective as of the date of award.

b. **Short Term Contract Extension –**

Steuben County reserves as its right, the right to **unilaterally extend** any contract(s) awarded as a result of this bid solicitation. Contract(s) may be extended for a period of time not to exceed forty-five (45) days. All terms, specifications, responsibilities, requirements and price(s) shall remain unchanged from the original contract. A written **notification to extend contract** shall be issued by the Commissioner of Public Works to the contract holder(s). **Note:** A contract and/or contracts may not be extended when a succedent award has been made.

c. **Long Term Contract Extension -**

Steuben County reserves as its right, the right to **renew** any contract(s) resulting from this bid solicitation for a definite stated period of time not to exceed one (1) year in length, where:

- i. Said renewal is in the form of written consent by all parties to the contract.
- ii. All terms, specifications, responsibilities, requirements, and price(s) remain unchanged from the original contract.
- iii. Said renewal is approved by the appropriate representative(s) and/or committee(s) of the Steuben County Legislature.

25. **Extension of Contract Usage By Political Subdivisions:**

(R042208)

Political subdivisions, as defined in Section #103 of the General Municipal Law and which are located within the bounds of Steuben County may participate in any contract awarded as a result of this bid document. Responsibility, financial or otherwise, for purchase(s) made by other parties as a result of the extension of this contract, shall not be borne by Steuben County.

26. **Authorized Purchase(s):**

(R042208)

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a Purchase Order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

27. **Awardee's Failure to Comply:**

(R042208)

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The awardee’s failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily preclude further initiatives on the part of Steuben County to protect and preserve its interests.

**28. Sufficient Inventory, Equipment, and Staff:**

(R042208)

Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to:

- a. Damages  
and/or
- b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

**29. Cancellation of Contract:**

(R042208)

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

**30. Standard(s):**

(R070208)

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term “standard(s)” shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered “all-encompassing”:

<u>Standard:</u>	<u>Established By:</u>
ASTM	American Society for Testing Materials
ANSI	American National Standards Institute
US-EPA/Federal EPA	United States Environmental Protection Agency
NYS DOT	New York State Department of Transportation

- b. Regardless of whether or not standards\* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice”.

\*See a. above

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31. **Interchangeable Terminology:**

(R042208)

For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

- a. Steuben County, County and Owner.
- b. Steuben County Commissioner of Public Works and Commissioner.
- c. Bid Documents, Bid Solicitation, and Bid Specifications.
- d. Awardee, Contractor, and Vendor.

32. **Bidder's List:**

(R042208)

A "Bidder's List" shall not be made available prior to the bid opening.

33. **Contact Personnel:**

(R042208)

Questions, concerns, and/or requests for clarification should be directed to:

James L. Gleason, Director of Purchasing.

Jacques Begin, Purchasing Specialist.

Telephone (607) 776-9631, Ext. 2484.

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### GENERAL INFORMATION AND REQUIREMENTS

#### Contract Term:

(R042208)

From date of award through **December 31, 2010**. **Note: General Terms and Conditions section; Term Contract(s) clause shall prevail.**

#### Qualifications:

(R061208)

The County shall be free to make any inquiry(ies) it deems necessary to ascertain the qualification(s) of the bidder and/or the accuracy of statements made by the bidder as to its qualification(s).

1. Bidder shall have access to a complete and permanently operating manufacturing plant with facilities located within a reasonable delivery distance to job sites.
2. Operator of plant facilities shall have a minimum of two (2) years' experience in the production of the type of material specified to insure proper mixtures and satisfactory service. The vendor at the time of bidding shall have available the equipment with which he intends to complete the contract, if so awarded.
3. The bidder shall own, operate, maintain, or have immediate access to, a working laboratory. The laboratory shall be equipped with all equipment necessary to perform all specified tests on the liquid bituminous material sample. The laboratory shall be operated by a full time qualified technician and shall be available for use by any Public Works personnel. In addition, the laboratory shall also include sufficient equipment to test aggregates and mixes required by NYS DOT materials method #5 and appropriate Pennsylvania Department of Transportation's specifications. The Public Works Department may at any time have samples tested by certified independent testing laboratory.
4. Past work and product performance shall be considered in the determination of bidder qualifications. "Past work and product performance" shall be defined as follows:
  - a. Performance of supplied materials as it relates to stone retention, bleeding, rideability, durability and ability to withstand climatic conditions, based on historical information on projects in and for, but not limited to Steuben County.
  - b. Availability of materials, manpower and equipment to meet specified performance criteria.
  - c. Satisfactory resolution of disputes relative to warranty of materials and workmanship on past projects.
  - d. Satisfactory application of emulsion on past projects including desired rate of application free from grain drilling, dry spots or other deficiencies.

#### Quantities:

(R042208)

1. A "requirements contract" shall not be established as a result of an award of this bid.
2. **Quantities are not guaranteed.** A minimum and/or maximum quantity **shall not** be established. All purchases, and therefore the cumulative annual purchase quantity shall be "as required" by Steuben County.
3. Steuben County reserves as its right, the right to bid specific project(s) and/or unusually large, single purchase quantities requiring the "same or like" material(s) as the material(s) solicited herein. Contract(s) and/or award(s) in place as a result of this bid solicitation shall not impinge upon contract(s) and/or award(s) issued by Steuben County as a result of a project specific bid(s) and/or bid(s) for unusually large, single purchase quantities.
4. If this bid document specifies "estimated quantities", said quantities are specified for bid purposes only. These quantities are not intended, nor should they be construed, to reflect the actual purchase requirements of Steuben County.

## Liquid Bituminous Material(s); Non-State Specifications

### Price Bid:

(R042208)

This document solicits pricing for: **Liquid Bituminous Material(s); Towns, Non-State Specifications.**

1. All liquid bituminous material prices shall be submitted as being an **“Intoto Price Bid per Gallon”**; **U.S. measure**. The “Intoto Price Bid per Gallon” shall represent the aggregate of all costs billable to Steuben County on a “per gallon” basis; including, but not limited to, delivery, operator(s) and application of liquid bituminous material(s).
2. **Price Adjustment(s)**: Price adjustment(s) shall be allowed. Price adjustment(s) shall be calculated on a monthly basis; utilizing the information contained in the **PRICE ADJUSTMENT(S) Liquid Bituminous Material(s); Towns, Non-State Specifications** section of this bid document.
3. **Additionally**, the bidder shall submit rates for equipment rental and labor. These rates shall be utilized to determine invoice amounts if the contract user requires the contractor to provide equipment and/or labor not covered under the specific bid item(s). Rates shall comply with **NYS-Labor Law; “Prevailing Wage and Supplements”**. **Reference the following clauses in this bid documents –**
  - a. **GENERAL TERMS AND CONDITIONS** section, **NYS Labor Law; “Prevailing Wages and Supplements”** clause.
  - b. **GENERAL INFORMATION AND REQUIREMENTS** section, **“Prevailing Wage and Supplements”** clause.
4. Bidder may, but need not, bid all categories and/or all line items.

### Prevailing Wage and Supplements:

(R100308)

The awardee shall be required to pay “Prevailing Wage and Supplements in accordance with NYS Labor Law Articles 8 and/or 9; **prevailing wage rate schedule PRC#2010000387**. A schedule of prevailing hourly wage rates and supplements is attached to this bid document. Contact the Steuben County Purchasing Department immediately if the schedule is missing from the bid document. **Reference the GENERAL TERMS AND CONDITIONS section, NYS Labor Law; Prevailing Wage and Supplements clause.**

### Bid Surety:

(R042208)

1. The bidder shall include a **fully executed original bid bond with its submittal**. The bid bond shall be issued by a surety company authorized to do business in New York State. The bond shall be in the amount of **fifteen hundred dollars (\$1,500.00)**. A certified check, cashiers check, or a bank issued Irrevocable Standby Letter of Credit may be submitted in lieu of a bid bond.
2. The bid surety shall state the bid document title and document number. Said surety shall be made payable to: Steuben County Treasurer.

### Contact Person:

(R042208)

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to:

**Bryce Foster, Deputy Commissioner**  
**Steuben County Department of Public Works**  
**3 East Pulteney Square, Bath, New York 14810**  
**(607) 664-2368**

**Liquid Bituminous Material(s); Non-State Specifications**

**PRICE ADJUSTMENT(S) –**

**Liquid Bituminous Material(s); Towns, Non-State Specifications**

1. Price adjustment(s) shall be based on the **2010 NYS-OGS Asphalt Price Adjustments Formula** and the September 1, 2009 average **FOB Terminal Price** of \$414.00 per ton.
2. The unit price(s) of liquid bituminous material(s) purchased from any award based on these specifications shall be subject to price adjustment utilizing the following formula:

**Example:**

**HFMS-2**

Base Avg. Price = \$414.00

New Avg. Price = \$390.00

Total Allowable Petroleum = 75%

**Price Adjustment:**

$$\frac{\$390.00 - \$414.00}{235} \times 0.75 = \text{minus (-) } \$0.077/\text{gal.}$$

The calculation is based on 235 gallons of liquid asphalt weighing one ton.

**3. TOTAL % ASPHALT PLUS FUEL ALLOWANCE:**

The “Total Percent Asphalt Plus Fuel Allowance” for each item is as follows:

<b><u>Item</u></b>	<b><u>% Asphalt</u></b>	<b><u>+ Fuel Allowance</u></b>	<b><u>Total % Asphalt +Fuel Allowance</u></b>
<b>HFMS-2</b>	65	10	75%
<b>HFMS-2GH</b>	68	10	78%
<b>HFMS-2ST</b>	65	10	75%
<b>HFRA</b>	65	5	70%

4. Price adjustment(s) shall be calculated and applied to the original bid price(s). There shall not be a price adjustment unless the change amounts to more than \$0.01 per gallon from the original bid price.
5. Price adjustment(s) shall be computed by calculator to three decimal places.
6. Steuben County shall be notified of each, any, and all price adjustments. Further, price adjustment(s) shall require the approval of Steuben County.

(R013009)

## Liquid Bituminous Material(s); Non-State Specifications

### SURFACE TREATING REQUIREMENTS

1. **Material:**

- a. As specified in the Item Description Section; Reference Bid Page.
- b. The Commissioner or his designee shall approve the type of materials, grade, temperatures, and quantities of materials to be applied on all projects.

2. **Equipment:**

- a. Distributor meeting equipment NYS DOT specifications.

3. **Construction Details:**

Emulsions supplied for single surface treating projects shall be a maximum of 0.60 gallons per square yard when using County approved No. 1 ST stone and 0.5 gallons per square yard when using County approved No. 1A stone. Any additional emulsion required to complete the work satisfactorily will be the responsibility of the contractor.

Emulsions supplied for honing (double surface treating) shall be capable of being spread on the roadway at a minimum rate of 0.4 gallon per square yard on the first pass and 0.6 gallon per square yard on the second pass and remain on the roadway and be workable with a stone application rate of 70-95 lbs. of stone (35-50 lbs. No. 1's and 34-45 lbs. of No. 1A's) from an approved source. Emulsions that do not remain in the work area at these application rates and run off onto the shoulders and ditches will not be acceptable.

It shall be the responsibility of the contractor to determine the type and application rates in accordance with the enclosed specifications. The contractor shall also be responsible for determining that no conditions exist that will adversely affect the long-term performance of the materials being supplied.

4. **Distributor Operator, etc.:**

The unit price bid per gallon of emulsion with distributor shall include an approved distributor with operator and necessary attachments and supervision.

## Liquid Bituminous Material(s); Non-State Specifications

### MATERIAL SPECIFICATIONS – SAMPLING – TESTING

#### 1. General:

- a. The contractor must be on the New York State Department of Transportation's approved list of Liquid Bituminous Material primary sources and/or suppliers. All liquid bituminous material shall be obtained from an approved New York State Department of Transportation's primary source.
- b. The Commissioner or his designee shall approve the type or types of materials, grades, temperatures and quantities of materials to be applied on all projects.
- c. Specifications for Liquid Bituminous Materials; Towns, (Non-State) items are expressed herein.
- d. Prior to commencing any project, the asphalt emulsion supplier shall provide the Steuben County Commissioner with its recommendations for the project. As a minimum this would include target aggregate gradation and quantity and type of asphalt emulsion to be used.
- e. Acceptance of the job mix formula by the Commissioner is solely for the purpose of quality control, and in no way releases the contractor from responsibilities.

#### 2. Testing:

- a. The contractor shall maintain offices and have a dispatcher on duty from 7:00 a.m. to 5:00 p.m., Monday through Friday, except on legal holidays. The emulsion plant must have scales or temperature compensating meters capable of accurately determining quantities for loaded distributor and transport trucks of the sizes required for this contract and the meters or scales must be tested and certified by the local County Sealer of Weights and Measures, as required by New York State Group Specifications for Commodity Group 31501-Liquid Bituminous Materials.
- b. The contractor shall own, operate, staff and maintain or have immediate access to a working laboratory. The laboratory shall be equipped with all equipment necessary to perform all specified tests on any emulsion sample. As a minimum, this shall include the following equipment: a) Saybolt-Furol Viscometer; b) distillation equipment; c) penetration apparatus; and d) all necessary equipment and supplies to comply and perform the ASTM tests outlined in Section 3 Supplement. The laboratory shall also include sufficient equipment to **test aggregate** and mixes as required by NYS DOT Materials Method 5.

All sampling, testing, inspection, certifying, and shipping shall be in accordance with NYS DOT Materials Method 8.1 and 8.2. Each transport or distributor shall be properly equipped with a sampling device.

All samples shall be properly handled, protected from freezing, and tested within thirty (30) days of sampling. Failure to meet appropriate specifications (NYS DOT and ASTM) shall be deemed sufficient grounds for rejection and non-payment for the delivered materials. When materials furnished do not conform with these specifications, or are deemed unsatisfactory by the Commissioner, payment due will be withheld and the supplier will be charged for any damage involved. In any case, payment by the County for any materials delivered shall not be construed as acceptance thereof.

The contractor shall furnish experienced operators and shall furnish material and equipment. All work and operations performed by the contractor, shall be performed in a first class workmanlike manner, and in accordance with the best usage of the trade.

The contractor shall provide Steuben County with a qualified technician for each project, at the request of the Commissioner, to assist in training County employees on asphalt emulsion applications, calibrating equipment and recommending to the Commissioner specific expertise on uses of asphalt emulsions.

## Liquid Bituminous Material(s); Non-State Specifications

### 3. **Application:**

- a. The type and grade of bituminous material used shall be as specified by the Commissioner or his designee. Contractor shall make specific recommendations regarding material, application rates and mixtures.
- b. It shall be the contractor's responsibility to determine the type and application rates in accordance with the enclosed specifications. The contractor shall be responsible for determining that conditions do not exist which will adversely impact the long term performance of the material being supplied.

### 4. **Test Requirements:**

- a. Furol Viscosity for HFMS-2ST for surface treating shall be run at 122°F.
- b. **ASTM Method D244** except that the mixture of stone and asphalt emulsion shall be capable of being mixed vigorously for five (5) minutes, at the end of which period the stone shall be thoroughly and uniformly coated. The mixture shall then be completely immersed in tap water and the water poured off. The stone shall then be not less than 90% coated.
- c. **FLOAT TEST – ASTM Method D-139** except that the residue from distillation shall be poured immediately into the float collar at 500°F and not through a No. 50 sieve; or if the residue has been allowed to cool, it shall again be heated to 500°F and poured into the collar. The water bath shall be maintained at the specified test temperature  $\pm 1^\circ\text{F}$ .
- d. **ASTM Method D244** except that the mixture of stone and asphalt emulsion shall be mixed vigorously for 5 minutes, then allowed to stand for 3 hours, after which the mixture shall be capable of being mixed an additional 5 minutes. The mixture shall then be rinsed twice with approximately its own volume of tap water without showing appreciable loss in bituminous film. After the second mixing, the aggregate shall be at least 90% coated.
- e. **ASTM D244** except the aggregate shall be natural sand. After weighing the sand into the pan, the sand shall be completely immersed with tap water, rebalance the pan, sand and water and add 40 grams of the emulsion into the sand and water. Mix the sand under the water vigorously for 5 minutes and then pour the excess water off. The sand shall be at least 90% coated.
- f. 100 grams of produced mixture shall be heated to 250°F in a laboratory oven for 2 hours; stirred and cooled to 200°F; placed in 400 mls of boiling distilled water in a 600 ml glass beaker and stirred with a glass rod at the rate of one revolution per second for 3 minutes, the aggregate shall be at least 90% coated with a bituminous film.
- g. **SAND PENETRATION –**

#### **Apparatus:**

- Scales
- Marshall Compactor & Mold
- Concrete Sand Meeting NYS DOT Specification for 703-07
- Minus 200 Mesh Sand (Silica Sand from Penn Glass Sand Co., or a local available gravel sand can be used as a reference)
- Graduate Cylinder
- Spatula & Mixing Bowl

#### **Procedure:**

- i. Take a sufficient sample of Concrete sand and remove all the minus 200 material by wet sieving.
- ii. Add 100 grams of the minus 200 reference material to 1000 grams of the dried washed sand and blend with spatula in bowl.
- iii. Add 50 ml of water to aggregate and blend.
- iv. Compact sample, using 10-lb. hammer with 18-inch drop as described in AASH to Part II T-180 with 50 consecutive drops to each side.
- v. Remove sample and allow to air dry in lab.

**Liquid Bituminous Material(s); Non-State Specifications**

- vi. With eyedroppers or other suitable means, apply equal concentrations of MC-30 and AEPM.
- vii. Record which penetrates first. The AEPM shall be considered acceptable if it penetrates faster than MC-30.
- h. All other tests run in accordance with standard Methods ASTM.

**5. Asphalt Emulsion Specifications For Non-State Items:**

Characteristic(s)	HFMS-2G	HFMS-2GH	HFMS-2ST
Asphalt % Min.	65	68	65
Oil Portion of Distillate	10 Max.	10 Max.	8 Max.
Furol Viscosity at 77°F Seconds	50 min. & pump	50 min. & pump	100-400
Tests on Distillation Residue Float Test @ 140°F Seconds	1200 Min.	1200 Min.	1200 Min.
Penetration at 77°F	100-200	60-140	100-250
Solubility in Trithloreoethylene % Min.	97.5	97.5	97.5
Stone Coating	shall pass	shall pass	-----
Screen Test, % Max.	0.1	0.1	0.1
Storage Stability, 1 day Max. %	1.0	1.0	1.0
Ductility @ 77°F, cm	40 Min.	-----	-----
Stripping Test	shall pass	shall pass	-----
Sand Penetration	-----	-----	-----

**6. High Float Rejuvenating Agent (HFRA):**

The high float-rejuvenating agent shall be compatible with anionic emulsions and conform to the following requirements:

- a. **Sieve Test:** % 0.10 max.  
 Storage Stability, 1 day 1.0 max.  
 Stone Coating, shall pass Note #2 or #4
- b. **Distillation Test:**  
 Residue from Distillation % Min. Oil Distillate 0-5  
 Test on Residue from Distillation Penetration, 77°F, 100 g, 5 sec. 200+  
 Float Test @ 140°F, Note #3 1,200+  
 Solubility in Trichloroethylene, % 97.5+  
 Flash Point, COC, F Min. 350  
 Saturates, % Max. 20  
 Asphalt % Min. 65
- c. **Additional Requirements:** To rejuvenate aged asphalt having a penetration between 10-20 to a penetration of 60 or more, the solids from the HFRA shall not exceed 30% by weight of the aged asphalt.

**Liquid Bituminous Material(s); Non-State Specifications****7. County Sampling and Sample Analysis:**

Steuben County reserves as its right, the right to draw off two (2) samples from each tanker of product delivered to the County site. The County's intent is to have these samples analyzed, by an independent laboratory or laboratories, for the product's compliance with bid specifications.

One (1) sample shall be shipped, on the day following sampling, to an independent laboratory for the purpose of conducting Saybolt-Furol Viscosity analysis.

The other sample shall be delivered to an independent laboratory, on or within thirty (30) days of sampling, for the purpose of conducting analysis. Analysis shall be specifically for, but shall not be limited to, water content, oil content, residue and penetration.

**Liquid Bituminous Material(s); Non-State Specifications****MATERIAL DELIVERY:**

1. **Delivery:**  
**Time is of the essence.** Delivery is to be made in a timely manner in accordance with time frames as described in the enclosed specifications. Deliveries of emulsions will be required on 18 hours notice.
2. **Delivery:**  
Delivery of up to 60,000 gallons may be required on eighteen (18) hours notice. The contractor shall have adequate storage and service capability to meet this requirement.
3. **Delivery Verification:**
  - a. Each load delivered shall have a printed, numbered delivery ticket showing date, road name or project, gallons, temperature, application rate, and grade of product. Each ticket must be signed by contractor's driver and the Commissioner or his representative.
  - b. The Commissioner or his designee will make necessary field measurements to ascertain volumes actually delivered or applied. These measurements will be made prior to commencing and upon completion, using a calibrated tank stick gauge, which must be carried on each transport or distributor. The contractor's driver will provide access to tanks by opening the dome to permit measurement by County personnel.
4. **Delivery Default:**  
Failure to meet the delivery requirements as established herein shall be cause for and entitle the County, at its sole discretion, to:
  - a. Damages.
  - b. Purchase in the open market at the expense of the contractor.
  - c. Cancel the existing contract and pursue either #4a), #4b), or both.

If County-owned or controlled equipment is delayed for more than **forty (40) minutes** at the **Contractor's plant** or at the **job site**, then the contractor shall be required to pay the County liquidated damages in the amount of **\$75.00** per truck and per piece of equipment assigned to the project for each delay. The liquidated damages are established as a reasonable approximation of the damages the County will sustain as a result of the failure to timely use its equipment. Said sum, in view of the difficulty of accurately ascertaining the loss which the County will suffer by reason of said delay, is hereby fixed and agreed upon by the parties hereto as the liquidated damages that will be suffered by reason of such delay and not as a penalty. The County will deduct and retain out of the monies, which may become due hereunder, the amount of such liquidated damages and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered, the contractor shall be liable to pay the difference upon demand.

## Liquid Bituminous Material(s); Non-State Specifications

### EQUIPMENT

1. **Distributor(s):**

Distributors shall meet the requirements of New York State Department of Transportation's Standard Specifications, Section 410-3 and be capable of a uniform continuous spread of emulsion at the desired rates, free from unsatisfactory grain drilling, dry spots or other deficiencies.

2. **Mix Paver – Pugmill:**

- a. Mix paver and pugmill shall meet the requirements of New York State Department of Transportation's Standard Specifications, Section 405-3.02.
- b. In addition, when mixing more than two (2) aggregates, the aggregate feed system must contain a minimum of two (2) compartments or bins. Each compartment or bin shall have adjustable feed gates so that aggregates can be proportioned at the specified rate. The capacities of the cold feed bins shall be sufficient to maintain a continuous flow of material. Each bin shall have a mechanical device for uniform feeding of the aggregate. Mixing or blending of aggregates in a stockpile will not be permitted.

3. **Bituminous Paver:**

- a. Barbe-Greene GB-260, Blaw Knox – PF180H or equal, equipped with:
  - i. Automatic transverse slope and longitudinal grade controls.
  - ii. Extendable screed 10'-0" to 19'-6" with heat and vibration full width.
  - iii. Extenders shall have independent slope control and on-the-go width and slope change.

4. **Mechanical Chip Spreader:**

- a. Aggregate spreader shall be self-propelled unit capable of the following:
  - i. Pulling loaded aggregate trucks on any County road.
  - ii. Uniformly spreading aggregate with an allowable variation not to exceed 0.5 pounds per square yard.
- b. The spreader hopper shall have a minimum spread width of 12' with gate opening graduated so that the spread width may be adjusted in 6" increments.
- c. The spreader shall be equipped with a self-locking hitch with a minimum of 90° vertical movement.

5. **Rollers:**

Steel wheeled, rubber-tire or vibratory meeting the requirements of the New York State Department of Transportation's specifications, Section 405.

6. **Conditions to the Contractor Obligation and Equipment Specifications:**

Steuben County reserves the right to reject any and all equipment, supplied by the contractor, that, in its judgement, would result in unsatisfactory performance of the work to be accomplished.

Rental equipment shall include the operator and all necessary supplies. The daily or weekly rate shall be used at the discretion of the Commissioner according to the specific needs at the time of use.

## Liquid Bituminous Material(s); Non-State Specifications

### GUARANTEE PROVISIONS

1. **Guarantee Term:**

A two (2) year guarantee for defective or inferior material and/or workmanship under terms set forth below shall apply to the work covered by this contract.

2. **Materials & Workmanship:**

The contractor warrants, for a period of two (2) years from the completion of the work, that the bituminous material supplied by the contractor and the workmanship in the application of material(s) by the contractor's agents and employees shall be free from defects.

- a. The contractor shall provide competent, trained personnel experienced in all aspects of the application of liquid bituminous materials. It will be the contractor's responsibility to monitor and correct any deficiencies or conditions, which may affect the long-term performance of the end product.
- b. The contractor shall comply with procedures and techniques established by the NYSDOT for use and application of liquid bituminous materials for surface treating and cold mix work.

3. **Contractor Recommendations:**

The contractor shall make specific recommendations to the Commissioner of Public Works or his designee regarding:

- a. Application rates to be used for liquid bituminous material, aggregates and mixtures.
- b. Aggregate gradation and acceptability.
- c. Proper procedures and techniques for each project.
- d. Other information deemed by the contractor to be pertinent to the satisfactory completion of the work, such as weather conditions, temperature etc.

4. **Obligation of County:**

- a. The County shall be responsible for all structural, sub-grade, and drainage conditions of the pavement structure and conditions associated therewith and arising therefrom.
- b. The County, its agents, and employees shall comply with procedures and techniques established by the NYS DOT for use and application of liquid bituminous materials for surface treating and cold mix work.
- c. The County, its agents, and employees shall comply with all recommendations provided by the contractor, unless otherwise directed by the Commissioner or his designee.

d. **Conditions to the Contractor Obligation:**

The contractor shall be relieved of all liability and obligations under this guarantee:

- i. With respect to any failure or defect caused by sub-grade structure deficiencies.
- ii. In the event of the failure of the County, its agents or employees to fully perform the County's obligations set forth in this section.

5. **Conditions:**

- a. The Commissioner or his designee, reserves the right to stop, by written order, any work or any part of the work if the methods or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used. This shall apply to any and all work contracted as a result of an award of this bid.
- b. The contractor is responsible for determining if weather conditions are satisfactory for performance of the work in compliance with the above mentioned specifications.

**Liquid Bituminous Material(s); Non-State Specifications****6. Damage by Public:**

The contractor shall not be responsible for damage caused by the public.

**7. Remedy:**

The contractor's liability shall be the **replacement of all materials (including labor and equipment)** which becomes necessitated by defect(s) in material and/or workmanship which becomes apparent and of which the contractor is given notice in writing within two (2) years of the date of completion of the work. The contractor shall make such replacement of all bituminous materials **and** aggregates as may be required to return the defect areas to the desired finished product as originally contracted, and shall furnish **all** necessary equipment and personnel to accomplish same with reasonable care and dispatch. Credit(s) shall not be considered sufficient remedy.

**8. Dispute Resolution:**

Disputes regarding warranty work shall be resolved by the Commissioner. If the contractor disagrees with the decision of the Commissioner, the contractor may appeal to the Public Works Committee whose decision shall be final and binding.

**Liquid Bituminous Material(s); Non-State Specifications**

FILE DAY, DATE & TIME: **Thursday, February 11, 2010**, 1:30 p.m. local time

LOCATION: Steuben County Office Building  
 Purchasing Department  
 3 East Pulteney Square  
 Bath, New York 14810

**BID PAGE 1**

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and awarder's responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

<b>Liquid Bituminous Material(s); Non-State Specifications</b>		
<b>Item</b>	<b>Intoto Price Bid per Gallon</b>	
	<b>Emulsion with Distributor</b>	<b>Emulsion for Cold Mix</b>
<b>HFMS-2GH</b>	/gal	/gal
<b>HFMS-2G</b>	/gal	/gal
<b>HFMS-2ST</b>	/gal	/gal
<b>HFRA</b>	/gal	/gal

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

**Liquid Bituminous Material(s); Non-State Specifications**

FILE DAY, DATE & TIME: **Thursday, February 11, 2010**, 1:30 p.m. local time

LOCATION: Steuben County Office Building  
 Purchasing Department  
 3 East Pulteney Square  
 Bath, New York 14810

**BID PAGE 2**

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and awarder's responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

<b>Rental Equipment</b>			
<b>Equipment Type</b>	<b>\$ per Gal.</b>	<b>\$ per Day</b>	<b>\$ per Week</b>
<b>Mechanized Chip Spreader</b>	\$	\$	\$
<b>Tandem Steel Roller; 10-12 ton</b>	\$	\$	\$
<b>Rubber Tire Roller; 10-12 ton</b>	\$	\$	\$
<b>Vibratory Pad Foot Roller; 15 ton</b>	\$	\$	\$
<b>Tandem Axle Dump Truck</b>	\$	\$	\$
<b>Rubber Tire Loader - minimum 2 cy bucket</b>	\$	\$	\$
<b>Paver – shall include operator <u>and</u> screed man.</b>	\$	\$	\$
<b>Vibratory Roller - minimum 66" double drum</b>	\$	\$	\$
<b>Pugmill – minimum 5000 gallon usage; shall include operator</b>	\$	\$	\$
<b>Mix Paver – minimum 5000 gallon usage; shall include operator <u>and</u> screed man.</b>	\$	\$	\$
<b>Mix Paver – for liquid asphalt cement foamed application; shall include operator <u>and</u> screed man.</b>	\$	\$	\$
<b>Nuclear Density Gauge; shall include operator</b>		\$	\$

<b>Labor Rates*</b>	
<b>Laborer</b>	\$ _____ Per Hour

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

Liquid Bituminous Material(s); Non-State Specifications

NON-COLLUSIVE BIDDING CERTIFICATE

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

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(R042208)

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

**Liquid Bituminous Material(s); Non-State Specifications**

**HOLD HARMLESS CLAUSE**

The Contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

(R042208)

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

**Liquid Bituminous Material(s); Non-State Specifications**

**STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS**

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Steuben County, 3 Pulteney Square. East, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. ACKNOWLEDGEMENT: The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**MINIMUM COVERAGES AND LIMITS ARE**

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement.

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE,(XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-776-9631 (R042208)

## 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.

#### 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 for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

#### 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.state.ny.us](http://www.labor.state.ny.us)) for current wage rate information.

#### Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
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

**Steuben County General Construction**

**Asbestos Worker** **01/01/2010**

**JOB DESCRIPTION** Asbestos Worker **DISTRICT 9**

**ENTIRE COUNTIES**

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**WAGES**

Per hour	07/01/2009- 11/30/2009	12/01/2009- 11/30/2010
Asbestos Worker Removal & Abatement Only	\$ 17.50	Additional \$3.00*

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

\* Increase to be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour paid

Journeyman \$ 7.50

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (2, 4, 6, 25) on HOLIDAY PAGE

\*Code Q applies to 4, 6, & 25

\*\*Code T applies to 2

9-12a - Removal Only

**Boilermaker** **01/01/2010**

**JOB DESCRIPTION** Boilermaker **DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

**WAGES**

Per hour: 07/01/2009

Boilermaker \$ 31.03  
 The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

**SUPPLEMENTAL BENEFITS**

Per hour worked: \$ 16.81\*

\* Note - \$16.02 of this amount to be paid at the same premium as the wages.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1000 hour 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%

\* Note - add \$1.00 per hour to the wage rate for 1st through 6th term.

Supplemental Benefits per hour worked:

1st to 5th \$ 15.81\*  
 6th to 8th 16.81\*\*

\* Note - \$15.02 of this amount to be paid at the same premium as the wages.  
 \*\* Note - \$16.02 of this amount to be paid at the same premium as the wages.

3-7

**Carpenter - Building** **01/01/2010**

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

**ENTIRE COUNTIES**  
 Steuben

**PARTIAL COUNTIES**  
 Allegany: Only the Township of Alfred.

**WAGES**  
 Per hour

BUILDING:	07/01/2009	07/01/2010
		Additional
Carpenter	\$ 24.06	\$ 1.40
Floor Coverer	24.06	1.40
Carpet Layer	24.06	1.40
Dry-Wall Applicator	24.06	1.40
Piledriver (SEE NOTE BELOW)	26.47*	1.40

\*This rate applies in Steuben Co. only. It does not apply in Allegany Co..

**SUPPLEMENTAL BENEFITS**

Per hour worked	07/01/2009
Journeymen	\$ 15.23

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

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

**REGISTERED APPRENTICES**

APPRENTICES (indentured prior to June 30,2002):  
 (1) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.
55%	75%	80%	90%

APPRENTICES (indentured after July 1,2002):  
 (1) year terms at the following percentage of Journeyman's wage.

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

**SUPPLEMENTAL BENEFITS:**

Per hour worked:	07/01/2009
Apprentices	\$ 15.23

2-700

**Carpenter - Heavy&Highway** **01/01/2010**

**JOB DESCRIPTION** Carpenter - Heavy&Highway **DISTRICT 2**

**ENTIRE COUNTIES**  
 Steuben

**WAGES**  
 Per hour

	07/01/2009
Heavy/Highway:	
Carpenter	\$ 24.71
Certified Welder	26.21
Piledriver	24.71
Diver Tender	25.71

Diver ( Dry )	25.71
Diver ( Wet )	60.00
Hazardous Waste	26.21

**SUPPLEMENTAL BENEFITS**

Per hour worked 07/01/2009

Journeyman \$ 15.23

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	50%	60%	60%	70%	70%	80%	80%

**SUPPLEMENTAL BENEFITS:**

Per hour worked 07/01/2009

1st term \$ 6.81  
 All others 15.23

2-281 (700) H/H

**Electrician**

**01/01/2010**

**JOB DESCRIPTION** Electrician

**DISTRICT 2**

**ENTIRE COUNTIES**

Chemung, Steuben

**PARTIAL COUNTIES**

Allegany: Only the townships of Allen, Almond, Alfred, Andover, Birdsall, Burns, Granger, Grove, Hume, Independence, Ward, Wellsville, West Almond, Willing, and that portion of Amity, Angelica, Belfast, Candeardea, and Scio that lie east of the Genesee River.

Schuyler: Only the Townships of Dix, Montour, Orange, Reading and Tyrone.

Tioga: Only the Townships of Barton and Nichols.

**WAGES**

Per hour:	07/01/2009	05/30/2010
Electrician	\$ 30.50	\$ 31.50
Audio/Sound	\$ 30.50	\$ 31.50

An additional \$2.00 per hour for work on towers and smoke stacks over 100' high. An additional \$1.00 per hour for work over 35' high, shafts 25' deep and in tunnels 50' long under construction. An additional \$3.00 per hour for work requiring OSHA defined Class A supplied air and \$2.00 per hour for work requiring Class B supplied air or respiratory equipment.

**SINGLE IRREGULAR WORK SHIFT:**

When an irregular work shift is mandated by the contracting agency the following hourly rates apply:

Between the hours of 4:30p.m and 1:00a.m eight hours constitutes a work day.	07/01/2009 \$ 35.78	05/30/2010 \$ 36.95
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Between the hours of 12:30a.m and 9:00a.m eight hours constitutes a work day.	07/01/2009 \$ 40.08	05/30/2010 \$ 41.39
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**SUPPLEMENTAL BENEFITS**

Per hour worked.

SEE NOTE \*

07/01/2009	05/30/2010
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Journeyman	\$ 17.10 plus 3% of gross wage*	\$ 18.05 plus 3% of gross wage*
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NOTE \* For all overtime hours the following portion of the listed supplement for journeymen is to be paid at the premium rate:

2009...\$ 2.35	2010...\$ 2.35
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**OVERTIME PAY**

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

\*NOTE

Work performed on Saturday shall be paid at one and one-half of the hourly rate for the first ten hours and two times the hourly rate thereafter.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1) year terms at the following percent of journeyman's wage.

1st	2nd	3rd	4th	5th
40%	50%	60%	70%	80%

SUPPLEMENTAL BENEFITS:Per hour worked.  
 SEE NOTE \*

	07/01/2009	05/30/2010
1st term	\$ 9.85 plus 3% of gross wage	\$ 10.30 plus 3% of gross wage
2nd term	\$ 13.48 plus 3% of gross wage	\$ 14.18 plus 3% of gross wage
3rd term	\$ 14.20 plus 3% of gross wage	\$ 14.95 plus 3% of gross wage
4th term	\$ 14.93 plus 3% of gross wage	\$ 15.73 plus 3% of gross wage
5th term	\$ 15.65 plus 3% of gross wage	\$ 16.50 plus 3% of gross wage

NOTE: \* For apprentices 2nd through 5th terms for all overtime hours the following portion of listed supplement is to be paid at premium rate:

2nd term	50% of \$ 2.35
3rd term	60% of \$ 2.35
4th term	70% of \$ 2.35
5th term	80% of \$ 2.35

2-139

**Elevator Constructor** **01/01/2010**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 5**

**ENTIRE COUNTIES**

Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

**WAGES**

Per hour	07/01/2009	01/01/2010	01/01/2011 Additional	01/01/2012 Additional
Elevator Constructor	\$ 38.945	\$ 40.17	\$ 3.00	\$ 3.00
Helper (70%)	27.26	28.12	3.00	3.00

\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Elevator Constructor / Helper	\$ 18.465*	\$ 20.235*
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\*Plus 6% of wages under 5 years.  
 \*Plus 8% of wages over 5 years.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

850 hours per term at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	65%	70%	70%	80%	80%

Supplemental Benefits per hour worked:

Apprentices	07/01/2009	01/01/2010
	\$ 18.465*	\$ 20.235*
	*plus 6% of wage	*plus 6% of wage

5-27

**Glazier**

**01/01/2010**

**JOB DESCRIPTION** Glazier

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2009	05/01/2010 Additional
Glazier	\$ 21.10	\$ 1.30

Additional \$.50 per hr for all swing stagework, belt work, open steel or scaffolding over 25' or more from ground, floor or roof levels.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 12.60
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**OVERTIME PAY**

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

\*Double time before 8:00am and after 6:30pm on Saturday.

\*\*Note: Emergency work on Sunday is 1 1/2 times the hourly rate.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	55%	60%	65%	70%	75%	80%	90%

Supplemental Benefits per hour worked:

1st & 2nd terms	\$ 8.10
3rd & 4th terms	8.20
5th & 6th terms	8.30
7th & 8th terms	8.40

5-677z3

**Insulator - Heat & Frost**

**01/01/2010**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Orleans, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Leroy, Pavilion and Stafford.

**WAGES**

Per hour	07/01/2009	06/01/2010
Asbestos Worker	\$ 26.11	\$ 1.65
Insulation Work (On mechanical systems only)		

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 15.31
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6) on HOLIDAY PAGE  
 Triple Time For Labor Day if Worked

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates.

1st year	\$ 15.80
2nd year	16.03
3rd year	17.73
4th year	19.71
5th year	21.98

Supplemental Benefits per hour worked:

Appr. First 1000 Hours	\$ 6.04
Appr. Rest of First year	7.89
Appr. 2nd year	13.81
Appr. 3rd year	14.81
Appr. 4th year	14.81
Appr. 5th year	14.81

5-26

**Ironworker**

**01/01/2010**

**JOB DESCRIPTION** Ironworker

**DISTRICT 3**

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua

**PARTIAL COUNTIES**

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

**WAGES**

Per hour:	07/01/2009	05/01/2010 Additional	05/01/2011 Additional
Structural	\$ 26.63	\$ 1.50	\$ 1.50
Ornamental	26.63	1.50	1.50
Layout	27.13	1.50	1.50
Rodmen	26.63	1.50	1.50
Reinforcing	26.63	1.50	1.50
Welders	26.63	1.50	1.50
Riggers & Mach. Movers	26.63	1.50	1.50
Window Erector	24.28	1.50	1.50
Fence Erector	25.23	1.50	1.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Fence erectors	\$ 19.07
All others	20.57

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 8.74	\$ 15.45	\$ 16.41	\$ 17.37

3-6

**Ironworker**

**01/01/2010**

**JOB DESCRIPTION** Ironworker

**DISTRICT 5**

**ENTIRE COUNTIES**

Chemung, Livingston, Monroe, Ontario, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Birdsall, Burns and Grove.  
 Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, LeRoy, Oakfield, Pavillion, Stafford.  
 Orleans: Only the Townships of Barre, Carlton, Clarendon, Gaines, Kendall, Murray, Albion and Village of Holley.  
 Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.  
 Steuben: Only the Townships of Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby, Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull.  
 Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson and Village of Newark.  
 Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

**WAGES**

Per hour:	07/01/2009	05/01/2010 Additional	05/01/2011 Additional
Structural	\$ 24.80	\$1.50	\$1.50
Reinforcing	24.80	1.50	1.50
Ornamental	24.80	1.50	1.50
Fence Erector	24.80	1.50	1.50
Welder	24.80	1.50	1.50
Sheeter	25.05	1.50	1.50
Stone Derrick Man	24.80	1.50	1.50
Mach. Mov./Rigger	24.80	1.50	1.50
Precast Concrete Erector	24.80	1.50	1.50
Window/Curtainwall Erector	24.80	1.50	1.50
Pre-Engineered Building	24.80	1.50	1.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 19.09
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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

**REGISTERED APPRENTICES**

One year terms at the following rates of journeyman's wage.

1st.	2nd.	3rd.	4th.
16.00	18.00	20.00	22.00

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 8.50
Appr. 2nd year	13.40
Appr. 3rd year	14.10
Appr. 4th year	14.80

5-33.1

**Laborer - Building**

**01/01/2010**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Chemung, Steuben

**PARTIAL COUNTIES**

Schuyler: Entire county except the Township of Catherine.

**WAGES**

Group #1: Basic, Pipe Layers, Mortar Mixer, Jackhammer Operator, Concrete Vibrator, all air or gas driven tools, Power-driven Buggie, Well Point(actual Jet Man), Formsetter(curb), Wagon Drill Operator, Demolition, Acetylene Burner and Blaster.

Group #2: Asbestos

Group #3: Toxic Waste

WAGES: (per hour)	07/01/2009	05/01/2010 Additional
Building Laborer:		
Group #1	\$ 20.00	\$ 1.10
Group #2	21.50	1.10
Group #3	21.00	1.10

**SUPPLEMENTAL BENEFITS**

Per hour worked

	07/01/2009
Journeyman	\$ 12.82

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

( 1000 ) Hour terms at the following percentage of journeyman's wage.

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

SUPPLEMENTAL BENEFITS: (per hour worked)

	07/01/2009
1st Term	\$ 10.78
2nd Term	11.46
3rd Term	11.80
4th Term	12.14

2-785 (1358)

**Laborer - Heavy&Highway**

**01/01/2010**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Chemung, Steuben

**PARTIAL COUNTIES**

Schuyler: Entire county except the Township of Catherine.

**WAGES**

Heavy/Highway Laborer:

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats. Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, 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 Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP #B: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker and Powderman. Blasters, Form Setters, Stone or Granite Curb Setters.

SINGLE IRREGULAR WORK SHIFT: A single irregular work shift can start any time from 5:00pm to 1:00am. All employees working a single irregular work shift on government mandated night work shall be paid an additional \$1.00 per hour. This provision shall be effective for work bid on or after July 1,2002.

WAGES: (per hour)

07/01/2009

Heavy/Highway Laborer:

GROUP # A \$ 21.73  
GROUP # B 22.13

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman 07/01/2009  
\$ 14.26

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1000) Hour terms at the following percentage of journeyman's rate.

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

**SUPPLEMENTAL BENEFITS:**

1st term	\$ 5.40
2nd term	5.90
3rd & 4th term	6.40

2-785 (1358)

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**Lineman Electrician**

**01/01/2010**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

07/01/2009

Lineman/Tech./Welder	\$ 43.13
Cable splicer	43.13
Digging Machine Operator	38.82
Tractor Trailer Driver	36.66
Groundman/Truck Driver	34.50
Mechanic 1st Class	34.50
Flagman	25.88

Additional 1.00 per hr.for entire crew when a helicopter is used.

Above rates applicable on all overhead 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.

Lineman/Technician/Welder	\$ 41.91
Digging Machine Operator	37.72
Tractor Trailer Driver	35.62
Groundman/Truck Driver	33.53
Mech. 1st Class	33.53
Flagman	25.15
Certified WelderPipe Type Cable	44.01
Cable Splicer pipe type cable	46.10

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman /Techician	\$ 40.61
Welder/Cable Splicer	40.61
Digging Machine Operator	36.55
Tractor Trailer Driver	34.52
Groundman/Truck Driver	32.49
Mechanic 1st Class	32.49
Flagman	24.37

Additional 1.00 per.hr.for entire crew when a helicopter is used.

Above 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.

Lineman/Technician	\$ 40.61
Cable Splicer pipe type cable	44.67
Certified Welder pipe type	42.64
Digging Machine Operato	36.55
Tractor Trailer Driver	34.52
Mechanic 1st Class	32.49
Groundman/Truck Driver	32.49
Flagman	24.37

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

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

### **SUPPLEMENTAL BENEFITS**

Per hour worked including holidays listed below:

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

\$ 13.50  
\*plus 7% of  
hourly wage paid

### **OVERTIME PAY**

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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 %

**HOLIDAY**

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

SUPPLEMENTS for holidays paid at straight time

**REGISTERED APPRENTICES**

( 1000 ) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.  
 \$ 13.50  
 \*plus 7% of hourly wage paid

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

6-1249a

**Lineman Electrician - Teledata 01/01/2010**

**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 WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2009

Cable Splicer	\$ 24.85
Installer/Repairman	23.60
Teledata Lineman	23.60
Technician/Equip Oper	23.60
Groundman	12.51

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 4.43  
 \*plus 3% of hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal Lighting 01/01/2010**

**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**

Per hour:

07/01/2009

Certified Welder  
Lineman/Technician  
Digging Mach  
Tractor trailer driver  
Groundman Truck Driver  
Mechanic 1st Class  
Flagman

\$ 38.93  
37.08  
33.37  
31.52  
29.66  
29.66  
22.25

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 13.50  
\*plus 6.5% of  
hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.  
\*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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%

**HOLIDAY**

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

**REGISTERED APPRENTICES**

( 1000 ) hour terms at the following percentage of Journeymans Wage.

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

Supplemental Benefits per hour worked:

\$ 13.50  
\*plus 6.5% of  
hourly wage paid

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**01/01/2010**

**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**

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing overhead electrical, telephone and CATV lines.

Tree trimmer	\$ 21.22
Equip Operator	18.72
Mechanic	18.72
Truck Driver	15.82
Ground person	12.99
Flag person	9.25

**SUPPLEMENTAL BENEFITS**

Per hour worked:  
 \$ 6.22  
 \*plus 3% of  
 hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE

6-1249TT

**Mason - Building** **01/01/2010**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Chemung, Schuyler, Steuben

**PARTIAL COUNTIES**

Allegany: Only the Townships of Alfred, Almond, Andover and Burns.

**WAGES**

Per hour:	07/01/2009	07/01/2010 Additional	07/01/2011 Additional
Building:			
Bricklayer	\$ 25.40	\$ 1.25	\$ 1.25
Cement Mason	25.40	1.25	1.25
Plasterer	25.40	1.25	1.25
Tuck Pointer	25.40	1.25	1.25
Stone Mason	25.40	1.25	1.25

**SUPPLEMENTAL BENEFITS**

Journeyman \$ 15.83

**OVERTIME PAY**

See (B, E2, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

( 1 ) Year terms at the following wage.

1st	2nd	3rd	4th
\$ 13.97	\$ 17.78	\$ 20.32	\$ 22.86

Supplemental benefits per work worked:

\$ 15.83	\$ 15.83	\$ 15.83	\$ 15.83
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5-3b - Co - Z2

**Mason - Heavy&Highway** **01/01/2010**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: Entire county except in the Townships of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.  
 Erie: Only the Bricklayer classification applies.  
 Niagara: Only the Bricklayer classification applies.

**WAGES**

Per hour:	07/01/2009	07/01/2010 Additional	07/01/2011 Additional
Cement Mason	\$ 27.56	\$ 1.75	\$ 1.90
Bricklayer	27.56	1.75	1.90

Add \$1.00 per hour for work from swing stage or swing scaffold, including rolling scaffold suspended from bridges.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 16.13
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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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour worked:

All terms	\$ 16.13
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5-3h

**Mason - Tile Finisher**

**01/01/2010**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per hour			
Building:	07/01/2009	07/01/2010 Additional	07/01/2011 Additional
Tile Finisher	\$ 22.30	\$ 1.25	\$ 1.25
Marble, Slate, Terrazzo and Tile			
Mason finisher	22.30	1.25	1.25

**SUPPLEMENTAL BENEFITS**

Per hour worked:	\$ 11.21
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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

**REGISTERED APPRENTICES**

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of rate.

1st	2nd	3rd
55%	60%	80%

Supplemental Benefits:

\$ 8.12	\$8.15	\$10.07
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5-3TF - Z2

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**Mason - Tile Setter** **01/01/2010**

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**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per hour:	07/01/2009	07/01/2010 Additional	07/01/2011 Additional
Tile Setter:	\$ 25.73	\$ 1.25	\$ 1.25
Marble, Slate, Terrazzo and Tile			

**SUPPLEMENTAL BENEFITS**

Per hour worked:	\$12.22
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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

**REGISTERED APPRENTICES**

(1) year ters at the following percentage of joureyman's rate.

Terms	1st	2nd	3rd	4th
	55%	70%	80%	90%

Supplemental Benefits:

Terms	1st.	2nd	3rd	4th
	\$8.23	\$ 8.36	\$ 12.04	\$ 12.13

5-3TS - Z2

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**Millwright** **01/01/2010**

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**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

Steuben

**WAGES**

Per hour		
MILLWRIGHTS:	07/01/2009	07/01/2010 Additional
Journeyman	\$ 26.20	\$ 1.40
Certifide Welder	27.45	1.40
Hazardous Waste	27.45	1.40

**SUPPLEMENTAL BENEFITS**

Per hour worked	07/01/2009
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Journeyman Millwrights	\$ 15.23
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

APPRENTICES:

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

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

**SUPPLEMENTAL BENEFITS:**

Per hour worked: 07/01/2009

Millwright Apprentices

1st Term	\$ 6.81
2nd Term	12.704
3rd Term	13.546
4th Term	14.388

2-1163 Steuben

**Operating Engineer - Building**

**01/01/2010**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

- Cranes 1 - Up to & including 25 ton hydraulic cranes, all boom trucks
- Cranes 2 - 26 to 250 ton capacity hydraulic & lattice boom cranes and all "Euro-type" mobile tower crane
- Cranes 3 - 251 ton capacity and over hydraulic and lattice boom cranes.
- Cranes 4 - All tower cranes (when need to climb up)

CLASS 1: Air Tugger; Crane; Derrick, Big Generator Plant Hoist (on steel erection); Dredge Cableway; Backhoe, Clamshell, Dragline; Carrier Mounted Backhoe with 360 degree swing. Dragline Shovel and Similar machines over three-eighths cu.yd.capacity(Fact.rating); Bridge Crane (all types); Caisson auger and similar type machine; Forklift (with Factory Rating of fifteen ft. or more lift); Hoist (on steel erection); Mucking Machines; Ross Carrier (and similar types); Three-Drum Hoist (when all three drums are in use); Hydraulic/Krupp drill types.

CLASS 2: A-Frame Truck; Tractor Backhoe; Backfilling Mach., Hoist (1 or 2 drums); Barber Green & similar mach.; Maintenance Engr(mechanic); Post Hole Digger; Bulldozer; Carry-all type scraper; Pumps (regardless of Motive Power), no more than four (4 in number not to exceed twenty (20 inches in total capacity; Fine Grade and Finish Rollers; Side Boom Tractor; Stone Crusher; Compressors: Four (4) not to exceed 2000 CFM combined capacity; or three (3) or less with more than 1200 CFM, but not to exceed 2000 CFM; Concrete Mixer; Skid Steer loader with attachments; Concrete Pump; Concrete Placer; Tournadozer and similar types; Mechanical Slurry Machine (all kinds); Motor Grader; Belt Crete and similar type machines; Bituminous spreading machine, 3/8 yd. capacity or less (Factory Rating); Tournapull and similar types; (Dinky Locomotives all types); Elevating Grader; Elevator; Trenching Machines; Mega Mixers & Similar Type Mach.; Shot Crete Pump Mach.; Gunit Pump Mach; Fine Grade Machines (all kinds); Welder; Front End Loader; Forklift with Factory rating of less than fifteen (15) feet lift; Well Drill, High Pressure Boiler; Well Point System; EXCEPTION: Single electric pumps up to and incl. four (4) inches need not be manned.

CLASS 3: Any combination (Not to exceed three (3) pieces of equipment); Welding; Machine or Mechanical Conveyor (over 12 ft.in length); Mechanical Heater; Roller (Fill and Grade); Pumps (regardless of motive power), No more than three (3) in number, not to exceed twelve (12) inches total capacity; Rubber Tired Tractor; Compressors -- three (3) or less not to exceed 1200 CFM combined capacity; Longitudinal Float; EXCEPTION: Single gasoline driven welding machine to 300 amps need not be manned.

CLASS 4: Junior Engineers on Truck Cranes.

CLASS 5: Junior Engineers.

Operating Engineer Building

Per hour: 07/01/2009

Building:	
Crane 1	\$ 27.02
Crane 2	29.75
Crane 3	30.53
Crane 4	31.30

Master Mechanic	28.26
CLASS # 1	27.02
CLASS # 2	26.30
CLASS # 3	23.91
CLASS # 4	19.85
CLASS # 5	18.81

Maintenance, repair and renovation work on nuclear power plant paid 90% of above rates. The above rates does not cover hazardous waste removal work, See Heavy/Highway.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 19.49
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

1st term	60% of class 3 rate
2nd term	65% of class 3 rate
3rd term	75% of class 2 rate
4th term	80% of class 1 rate

Supplemental Benefits per hour worked:

\$ 19.49

5-832B

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**Operating Engineer - Building - Excavating & Paving** **01/01/2010**

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**JOB DESCRIPTION** Operating Engineer - Building - Excavating & Paving

**DISTRICT** 5

**ENTIRE COUNTIES**

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

The following rates apply to "Site Work" which may include site preparation and grading, underground work or paving, athletic fields,skateboard parks and all other work outside the footprint of any building.

CLASS A: Asphalt Paver; Automatic Fine Grader; Backhoe (except Tractor mounted, Rubber Tired); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker (over 5 ton capacity); Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Front End Loader (4 c.y. and over); Hoist (two or three drum); Pile Driver; Power Grader with elevating loader attachment; Quarry Master (or equivalent); Shovel; Slip Form Paver (if second man is needed, he shall be an oiler); Tractor Drawn Belt-type Loader; Truck Crane; Tunnel Shovel; Excavator-all purpose-Hydraulically operated; Hydro Axe; Hydraulic/krupp drill type;

CLASS B: Articulated off road material Hauler; Backhoe (tractor mounted, Rubber Tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all concrete batching plants; Cherry Picker (5 tons and under); Compressor (4 or less) exceeding 2,000 c.f.m. combined capacity; Concrete Paver over 16S; Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 c.y.); Hi-pressure Boiler (15 lbs. and over); Hoist, One Drum; 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); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base self-propelled; Monorail Machine; Plant Engineer, Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom, Tractor Scraper, Tractor with Dozer and/or Pusher; Trencher; Winch; Skid Steer Loader with attachments.

CLASS C: Compressors: 4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1,200 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, Welding Machines (four of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point Systems; Farm Tractor with accessories; Fine Grade Machine; Fork Lift; Gunite Machine; Hammers/Hydraulic self-propelled; Locomotive; Post Hole Digger and Post Driver; Pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity; Submersible Electric Pumps (when used in lieu of well Points); Tractor with towed accessories; Vibrator Compactor; Vibro Tamp; Well Point.

CLASS D: Compressor (any size, but subject to other provisions for compressors) Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16S and under); Concrete Saw (self propelled); Form Tamper; Mulching Machine; Power Heaterman; Pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity; Revinius Widener; Steam Cleaner; Tractor.

CLASS E: Junior Engineer

Per hour: 07/01/2009

Building Excavating and Paving:

Master Mechanic	\$ 26.04
Class A	25.44
Class B	25.01
Class C	24.40
Class D	21.31
Class E	20.21

The above rates do not cover hazardous waste removal work, See Heavy/Highway.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 19.14

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

1st term	60% of Class C rate
2nd term	65% of Class C rate
3rd term	75% of Class B rate
4th term	80% of Class A rate

Supplemental Benefits per hour worked:

\$ 19.14

5-832BEX

**Operating Engineer - Heavy&Highway**

**01/01/2010**

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

**DISTRICT 5**

**ENTIRE COUNTIES**

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

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**

Crane 1: All tower cranes, including self erecting to be paid \$4.00 per hour over Class A rate.

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

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

Crane rates apply when a Certificate of Competence is required by the New York State Department of Labor.

**MASTER MECHANIC:**

**CLASS A:** Asphalt Paver; Automated Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Auto); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-Propelled, Slipform); Concrete Pump; Dragline; Dredge; Dual Drum Paver; Excavator (All Purpose-Hydraulically Operated) (Gradall or Similar); Fork Lift (Factory Rated 15 feet and Over); Front End Loader (4 cu. yd. and Over); Head Tower (Sauerman or Equal); Hoist (Two or Three Drum); Holland Loader; Horizontal Directional Drill and Power Ram type equipment; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Overhead Crane (Gentry or Straddle Type); Pavement Breaker (self-propelled) Wertgen: PB-4 and similar type; Pavement Profiler over 105 horsepower; Pavement Rubbleizer; Pile Driver; Power Grader; Quad 9; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Log Chipper (Self Feeder with Loader); Tug Boat moving equipment or materials; Tunnel Shovel.

**CLASS B:** Backhoe (Tractor-Mounted, Rubber Tired); Bituminous Spreader & Mixer; Blacktop Plant (Non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant (Non Automated) and All Concrete Batching Plants; Compressors (4 or less) exceeding 2,000 c.f.m. combined capacity; Core Drill; Crusher; Diesel Power Unit; Drill Rigs hydraulic Krupp type); Drill Rigs (Tractor Mounted); Fork Lift (Factory rated under 15 feet); Front End Loader (Under 4 cu.yd.); Hoist (One Drum); Horizontal Directional Drill Locator; Hydro-Axe; Hydro-Blaster (self-propelled, non-manually operated); 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; Log Skidder; Lubrication Engineer/Greaseman; Mixer (for stabilized base self-propelled); Monorail Machine; Pavement Profiler 105 horsepower and under; Plant Engineer; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Skid Steer Loader with attachments; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Blasting Machine (self-propelled, non-manually operated); Vacuum Truck; Vermeer Type Saw; Welder; Winch; Winch Cat.

**CLASS C:** A Frame Truck; Articulated Off Road Material Hauler; Aggregate Plant; Ballast Regulator (ride on); Cement and Bin Operator; Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1,200 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 of any type or combination); Concrete Pavement Spreaders and Finishers; Concrete Saw, (self-propelled); Conveyor; Deck Equipment Operator (Marine); Electric Pump Used in Conjunction with well-point system; Farm Tractor with Accessories; Fine Grade Machine; Form Tamper; Grout Pump; Gunite Machine; Hammers (hydraulic-self propelled); Hydro-Spiker (ride-on); Hydraulic Pump (jacking system); Hydroblaster (low pressure cleaning); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger & Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Revinus Widener; Roller (grade & fill); Scarifier (ride-on); Shell Winder; Span-Saw (ride-on); Steam Cleaner; Submersible Electric Pump (when used in lieu of well point system); 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 or Without towed accessories); Vibratory Compactor; Vibro Tamp; Well Drill; Well Point.

Per hour:	07/01/2009	07/01/2010 Additional	07/01/2011 Additional
Crane 1	\$ 35.66	\$ 2.00	\$ 2.00
Crane 2	34.66	2.00	2.00
Crane 3	33.66	2.00	2.00
Master Mechanic	32.92	2.00	2.00
CLASS A	31.66	2.00	2.00
CLASS B	30.95	2.00	2.00
CLASS C	28.09	2.00	2.00

Additional 2.50 per hr. for E.P.A. or D.E.C. certified toxic or hazardous waste work.

A single irregular work shift can start any time from 5:00 pm to 1:00 am.

All employees who work a single irregular work shift on Governmental mandated night work shall be paid and additional \$1.75 per hr. effective for work bid on or after September 01,2000.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 19.93

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1000) hour terms at the following percentages.

1st term	60% of Class C
2nd term	65% of Class C
3rd term	70% of Class B
4th Term	75% of Class A

Supplemental Benefits per hour worked:

\$ 19.93

5-832H

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**Operating Engineer - Heavy&Highway - Tunnel**

**01/01/2010**

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

**DISTRICT 5**

**ENTIRE COUNTIES**

Allegany, Cayuga, Chemung, Cortland, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tompkins, Wayne, Yates

**PARTIAL COUNTIES**

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.  
Herkimer: That portion of the county that lies west of a line drawn due north and due south through the railroad station in Little Falls, NY.

**WAGES**

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

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

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

**MASTER MECHANIC/CHIEF TUNNEL ENG.:**

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; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and 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 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside ); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill core; Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamber (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and 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-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamber; Hydralic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2009	07/01/2010	07/01/2011
Crane 1	\$ 38.03	\$ 2.00	\$ 2.00
Crane 2	37.03	2.00	2.00
Crane 3	36.03	2.00	2.00
Master Mechanic	36.16	2.00	2.00
CLASS A	34.03	2.00	2.00
CLASS B	32.81	2.00	2.00
CLASS C	30.02	2.00	2.00
CLASS D	27.01	2.00	2.00

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 19.95

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 19.95

5-832TL.

**Operating Engineer - Marine Construction**

**01/01/2010**

**JOB DESCRIPTION** Operating Engineer - Marine Construction

**DISTRICT 4**

**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:

DREDGING OPERATIONS 07/01/2009

CLASS A  
 Operator, Leverman, \$ 32.89  
 Lead Dredgeman

CLASS A1  
 Dozer, Front Loader  
 Operator

To Conform to Operating Engineer  
 Prevailing Wage in Locality where Work  
 is being Performed including Benefits.

CLASS B  
 Spider/Spill Barge Operator,  
 Tug Operator(over1000hp),  
 OperatorII, Fill Placer,  
 Derrick Operator, Engineer,  
 Chief Mate, Electrician,  
 Chief Welder,  
 Maintenance Engineer

\$ 28.49

Certified Welder,  
 Boat Operator(licensed)

\$ 26.84

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

\$ 26.14

\$ 0.06

Boat Operator

\$ 25.29

CLASS D  
 Shoreman, Deckhand,  
 Rodman, Scowman, Cook,  
 Messman, Porter/Janitor  
 Oiler(please add)

\$ 21.09

\$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2009

All Classes A & B  
 (overtime hours add)

\$ 8.05 plus  
 7% of straight  
 time wage  
 \$ 0.63

All Class C  
 (overtime hours add)

\$ 7.75 plus  
 7% of straight  
 time wage  
 \$ 0.48

All Class D  
 (overtime hours add)

\$ 7.45 plus  
 7% of straight  
 time wage  
 \$ 0.23

**OVERTIME PAY**  
 See (B, F, R) on OVERTIME PAGE

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

4-25a-MarConst

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**Operating Engineer - Survey Crew** **01/01/2010**

**JOB DESCRIPTION** Operating Engineer - Survey Crew  
**ENTIRE COUNTIES**

**DISTRICT 6**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

**WAGES**

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

	07/01/2009	04/01/2010	04/01/2011	04/01/2012
Survey Rates:				
Party Chief	\$ 30.12	\$ 30.87	\$ 31.62	\$ 32.62
Instrument/Rodperson	27.35	28.10	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.  
 Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 18.00	\$ 19.25	\$ 20.50	\$ 21.75
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60%	\$ 16.41	\$ 16.86	\$ 17.31	\$ 17.91
2nd year 70%	19.14	19.67	20.19	20.89
3rd year 80%	21.88	22.48	23.08	23.88
Supplemental Benefits	\$ 18.00	\$ 19.25	\$ 20.50	\$ 21.75

6-545 D.H.H.

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

**01/01/2010**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**

Dutchess: the northern portion of the county from the northern boundry line of the City of Poughkeepsie north.

**WAGES**

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.

Instrument Man- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

	07/01/2009	06/01/2010	06/01/2011	06/01/2012
Survey Rates:				
Party Chief	\$ 30.12	\$ 30.87	\$ 31.62	\$ 32.62
Instrument/Rodperson	27.35	28.10	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.  
Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

**SUPPLEMENTAL BENEFITS**

Per hour worked:	\$ 18.00	\$ 19.25	\$ 20.50	\$ 21.75
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

6-545 DCE

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**Painter** **01/01/2010**

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**JOB DESCRIPTION** Painter

**DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**WAGES**

Per hour:	07/01/2009	05/01/2010	05/01/2011
		Addit.	Addit.
Bridge*	\$ 33.00	\$ 2.00	\$ 2.00
Tunnel*	33.00	2.00	2.00
Tank*	31.00	2.00	2.00

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.

\* Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

**SUPPLEMENTAL BENEFITS**

Per hour worked:	\$ 18.30	\$ 18.35	\$ 18.40
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**OVERTIME PAY**

Exterior work only See ( B, E4\*, F, R ) on OVERTIME PAGE.  
All other work See ( B, F, R ) on OVERTIME PAGE.

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 1.85
3rd & 4th terms	4.85
5th & 6th terms	5.85

3-4-Bridge, Tunnel, Tank

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**Painter** **01/01/2010**

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**JOB DESCRIPTION** Painter

**DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.  
 Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.  
 Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

**WAGES**

Per hour:	07/01/2009	05/01/2010 Additional	05/01/2011 Additional
Basic Rate (Brush & Roll)	\$ 24.14	\$ 1.20	\$ 1.20
Spray painting, wallcovering	24.39	1.20	1.20
Abrasive and hyroblasting	24.39	1.20	1.20
Taping/DryWall Finisher	24.64	1.20	1.20
Skeleton Steel*	24.89	1.20	1.20
Swing scaffold or hanged rigging platforms	24.89	1.20	1.20

\* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

**SUPPLEMENTAL BENEFITS**

Per hour worked:	\$ 17.30	\$ 17.35	\$ 17.40
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**OVERTIME PAY**

Exterior work only See ( B, E4\*, F, R ) on OVERTIME PAGE.  
 All other work See ( B, F, R ) on OVERTIME PAGE.

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

Painter/Decorator: 1000 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher: 1000 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:	
1st & 2nd terms	\$ 1.85
3rd & 4th terms	4.85
All other terms	5.85

3-4-Buf, Nia, Olean

**Painter 01/01/2010**

**JOB DESCRIPTION** Painter

**DISTRICT** 2

**ENTIRE COUNTIES**

Chemung, Schuyler

**PARTIAL COUNTIES**

Steuben: Only the Townships of Addison, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Rathbone and Thurston.

**WAGES**

Per hour	07/01/2009	05/01/2010 Additional	05/01/2011 Additional
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Brush or roll, taper	\$ 20.61	\$ 1.10	\$ 1.20
Spray Work/Spray Epoxy	21.61	1.10	1.20
(solvent base)	21.61	1.10	1.20
Swing Chair or Swing Scaffold	21.61	1.10	1.20
Steeplejack	22.61	1.10	1.20
Sandblasting/Steam Cleaning	21.61	1.10	1.20
Acid or High Pressure Water	21.61	1.10	1.20
Paper or Vinyl Hangers	21.86	1.10	1.20
Epoxy Brush or Roll	21.86	1.10	1.20
(solvent base)			
Drywall Machine Operator/Helper	22.61	1.10	1.20
Structural Steel	21.86	1.10	1.20

**SINGLE IRREGULAR WORK SHIFT:**

A single irregular work shift can start any time from 2:00pm to 1:00am.  
 All employees who work a single irregular work shift on government mandated night work shall be paid an additional \$2.00 per hour.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

**SUPPLEMENTAL BENEFITS**

Per hour worked

07/01/2009

Journeyman

\$ 11.80

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

HOLIDAY:

Paid: See ( 1 ) on HOLIDAY PAGE

Overtime: See (5,6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

APPRENTICES (indentured prior to May 1,2002): (1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	70%	80%	90%

PAINTER APPRENTICES (indentured after May 1,2002): (1000) hour terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

**DRY WALL TAPER/FINISHER APPRENTICES**

(1000) hour terms at the following percentage of the journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

SUPPLEMENTAL BENEFITS:(per hour worked)

07/01/2009

Apprentices indentured prior to May 1,2002

\$ 11.80

Apprentices indentured after May 1,2002

Painter Apprentice		
1st & 2nd terms	\$ 1.85	
3rd & 4th terms	4.85	
5th through 8th terms	5.85	
 Dry Wall Apprentices		
1st & 2nd terms	\$ 1.85	
3rd & 4th term	4.85	
5th & 6th term	5.85	

2-178 E

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**Painter - Metal Polisher** **01/01/2010**

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**JOB DESCRIPTION** Painter - Metal Polisher **DISTRICT 9**

**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**

07/01/2009

Metal Polisher \$ 24.85\*

\*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Journeyman: \$ 11.02

**OVERTIME PAY**

See (B, E, Q, 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**

55% of Basic Polisher Rate

9-8A/28A-MP

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**Plumber** **01/01/2010**

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**JOB DESCRIPTION** Plumber **DISTRICT 6**

**ENTIRE COUNTIES**

Chemung, Cortland, Onondaga, Schuyler, Tompkins

**PARTIAL COUNTIES**

Madison: Only the Townships of Sullivan, Cazenovia and De Ruyter.  
 Seneca: Only the Townships of Covert and Lodi.  
 Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Canton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.  
 Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

**WAGES**

Per hour:	07/01/2009	05/01/2010 Additional	05/01/2011 Additional
Plumber/Steamfitter/Welder/ Pipefitter/HVAC	\$ 28.31	\$ 2.05	\$ 2.20
Refrigeration	28.31	2.05	2.20

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

1st Shift	7:30 AM to 4:00 PM	\$ 28.31
2nd Shift	4:00 PM to 12:00 Midnight	ABOVE RATE PLUS 15%
3rd Shift	12:00 Midnight to 7:30 AM	ABOVE RATE PLUS 20%

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 17.42

**OVERTIME PAY**

Time & 1/2 for 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other O.T. hours are double-time.

**HOLIDAY**

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

Supplemental Benefits per hour worked:

Appr 1st year	\$ 7.60
Appr all other years	12.86*

\*plus term % of \$ 3.76

6-267-SF

**Plumber**

**01/01/2010**

**JOB DESCRIPTION** Plumber

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, Ward, Wellsville, W. Almond, Willing, Scio east of Rt. 19.

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.

Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.

Steuben: Only the Townships of Cameron, Canisteo, Freemont Greenwood, Harsville, Hornell, Hornellville, Howard, Jasper, Rathbone, Troopsburg, Tuscarora, W. Union, and Woodhull.

Wayne: Only the Townships of Arcadia (Newark), Glen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

**WAGES**

Per hour	07/01/2009	05/01/2010
		Additional
Plumber	\$ 30.71	\$ 1.83

Maintenance, repair and renovation work performed on nuclear power plants paid at 100% of wage above plus full benefits.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 17.03

**OVERTIME PAY**

Site work & New const. See (B\*, E, E2, Q) on OVERTIME PAGE.

All other work See ( B\*, E, Q ) on OVERTIME PAGE.

\*Time and one half for work on the day after Thanksgiving.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
40%	45%	50%	53%	56%	59%	62%	66%	70%	75%

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 7.63
ppr. 2nd, 3rd, 4th years	15.03
Appr. all other years	16.03

5-13-SF

**Roofer** **01/01/2010**

**JOB DESCRIPTION** Roofer **DISTRICT 2**

**ENTIRE COUNTIES**  
 Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

Per hour:	07/01/2009	05/01/2010 Additional
Roofer/Waterproofer	\$ 23.00	\$ 1.15
Pitch	23.75	1.15

**SUPPLEMENTAL BENEFITS**

Journeyman	07/01/2009	\$ 10.59
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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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS:	07/01/2009
Apprentices:	
1st term	\$ 8.93
2nd term	9.14
3rd term	9.35
4th term	9.56
5th term	9.77
6th term	10.18

2-203elmi

**Sheetmetal Worker** **01/01/2010**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT 2**

**ENTIRE COUNTIES**  
 Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

SINGLE IRREGULAR WORK SHIFT: A single irregular work shift can start any time from 4:30PM to 12:30AM. All journeymen who work a single irregular work shift on government mandated night work shall be paid an additional \$3.25 per hour. Apprentices rates to be calculated at the appropriate percentage of journeymen rate.

WAGES: (per hour)	07/01/2009	05/01/2010 Additional
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Sheetmetal Worker	\$ 27.53	\$ 1.65
Polyresin Fiberglass	27.63	1.65

**SUPPLEMENTAL BENEFITS**

Journeyman:	\$ 12.77
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**OVERTIME PAY**

See ( B\* , E\*\* , Q ) on OVERTIME PAGE.  
 \* time and one half the ninth and tenth hours then double time  
 \*\*time and one half for the first ten hours then double time

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Hired BEFORE 05/01/03 ( 1/2 ) year terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits: Apprentices hired BEFORE 05/01/2003

1st term	\$ 0.55
2nd term	\$ 5.23
3rd & 4th term	\$ 9.13
5th term	\$ 9.72
6th term	\$ 9.76
7th term	\$ 9.81
8th term	\$ 9.85
9th term	\$ 12.14
10th term	\$ 12.18

APPRENTICES:Hired AFTER 05/01/03 ( 1/2 ) year terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	43%	46%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS: Apprentices hired AFTER 05/01/2003

1st term	\$ 0.55
2nd term	\$ 5.73
3rd & 4th term	\$ 9.63
5th term	\$ 10.13
6th term	\$ 10.17
7th term	\$ 10.22
8th term	\$ 10.26
9th term	\$ 12.55
10th term	\$ 12.55

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**Sprinkler Fitter** **01/01/2010**

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**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Per hour	07/01/2009	01/01/2010
Sprinkler Fitter	\$ 30.15	\$ 30.15

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.80 \$ 18.85

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

	07/01/2009	01/01/2010
1st & 2nd terms	\$ 7.71	\$ 8.41
3rd & 4th terms	\$ 12.55	\$ 13.35
All others	\$ 17.80	\$ 18.85

1-669

**Teamster - Building**

**01/01/2010**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Chemung, Schuyler

**PARTIAL COUNTIES**

Steuben: Only the Townships of Addison, Corning, Bath, Hammondsport, Caton, Lindley, Tuscarora, Woodhull, Erwin, Rathbone, Cameron, Thurston, Campbell, Urbana, Hornby, Bradford and Wayne.

Tioga: All townships west of Smithboro including the Town of Smithboro.

**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.

GROUP # C: Euclids or similar equipment.

WAGES: (per hour)

07/01/2009

Building:

All Groups

\$ 20.00

**SUPPLEMENTAL BENEFITS**

\*SEE NOTE

\*Benefits of \$ 3.00 per hour (pension) are to be paid up to 40hrs. per week.

No pension benefits are required after 40hrs. per week.

07/01/09

\$ 2.25 (for all hours worked)

PLUS \$ 3.00 (per hour)

pension for the 1st 40 hrs.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

2-529

**Teamster - Building** **01/01/2010**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Almond, Alfred, Burns and West Almond.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, West Union and Wheeler.

**WAGES**

Per hour:

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Truck Tiremen, Mechanics Helpers & Parts Chasers.

GROUP 2: Tandems and Batch Trucks, Mechanics .

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, & self-contained concrete mobile truck.

GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment & Double-Hitched Equipment where not self-loading.

07/01/2009

Building:

GROUPS #1 thru #4 \$ 16.89

GROUP #5 16.89

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 6.28

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

6-317AB

**Teamster - Building** **01/01/2010**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**PARTIAL COUNTIES**

Genesee: Only in the Townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavillion, Leroy, Strafford and Bergen.

Orleans: Only in the Townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.

Steuben: Only in the Township of Wayland.

Wyoming: Only in the Townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Gainesville, Perry, Warsaw, Middlebury, Covington and Pike.

**WAGES**

Per hour worked: 07/01/2009

Building

Group A \$ 21.84

Group B 21.69

Group C 22.09

Group D 21.99

Group E 22.09

Group A: Concrete transportation (Ready Mix); Tractor and attached units (Except Low-Boys) and trucks of actual ten (10) tons capacity or over.

Group B: Truck-actual capacity of less than ten (10) tons; helpers.

Group C: Mechanics

Group D: Tractor and Low-Boy.

Group E: 25 ton and over tractors and low-boys moving engineers self-powered equipment.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 10.88

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

5-118

**Teamster - Heavy&Highway**

**01/01/2010**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Almond, Alfred, Burns and West Almond.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, West Union and Wheeler.

**WAGES**

Per hour:

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

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

07/01/2009

Heavy/Highway

GROUP #1 \$ 21.39

GROUP #2 21.59

For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of bid.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

\$ 15.08

**OVERTIME PAY**

See (B, E2, J) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317a.hh

**Teamster - Heavy&Highway**

**01/01/2010**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**PARTIAL COUNTIES**

Genesee: Only in the Townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavillion, Leroy, Strafford and Bergen.

Orleans: Only in the Townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.

Steuben: Only in the Township of Wayland.

Wyoming: Only in the Townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Gainesville, Perry, Warsaw, Middlebury, Covington and Pike.

**WAGES**

Per hour	07/01/2009	07/01/2010 Additional
Heavy/Highway:		
Group #1	\$ 21.30	\$ 0.65
Group #2	21.35	0.65
Group #3	21.40	0.65
Group #4	21.55	0.65
Group #5	21.70	0.65

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

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. Rubber-tired tractors (towing or pushing flat body vehicles), Form truck.

GROUP #2: Tandems and batch trucks, Mechanics, Dispatcher, When used as a hauling vehicle the following: Front end loader, A-frame and fork lift.

GROUP #3: Semi-trailers, Low-boy trucks, Asphalt distributor trucks, And agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks, Boom truck.

GROUP #4: Specialized earth moving equipment, Euclid type, or similar off-highway, Where not self-loaded, 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-loaded.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 13.65

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

5-791H

**Teamster - Heavy&Highway**

**01/01/2010**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Chemung, Schuyler

**PARTIAL COUNTIES**

Steuben: Only the Townships of Addison, Corning, Bath, Hammondsport, Caton, Lindley, Tuscarora, Woodhull, Erwin, Rathbone, Cameron, Thurston, Campbell, Urbana, Hornby, Bradford and Wayne.

Tioga: Only the Townships of Spencer and Barton.

**WAGES**

GROUP #1: Pickups, Panel Trucks, Flatbed, Single Axle Dump Trucks, Dumpster Greasers, Tandems, Batch Trucks, Semi-Trailers, Low-boy Trucks, Asphalt Distributor, Agitator and Mixer Trucks.

GROUP #2: Euclid, Straddle Carrier, Transit Mixer, Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment

WAGES: (per hour)

	07/01/2009	05/01/2010	05/01/2011
Heavy/Highway:			
Group #1	\$ 18.69	\$ 19.19	\$ 19.69
Group #2	\$ 18.76	\$ 19.26	\$ 19.76

**SUPPLEMENTAL BENEFITS**

05/01/2009	05/01/2010	05/01/2011
\$ 9.89	\$ 10.39	\$ 11.04

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

2-529h

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**Welder**

**01/01/2010**

**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 07/01/2009

Welder (To be paid the same rate of the mechanic performing the work)

**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.

- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half 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
- ( 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
- ( 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
- ( 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
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked
- ( 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, if worked

- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

## 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