

**US CUSTOMARY UNITS**

**D264286**

**F.A. PROJECT**

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# **PROPOSAL**

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## **Proposal Description:**

Traffic Signal, Sidewalk, etc. Improvements at 7 Locations in Fishkill, Greenburgh, Hyde Park, Kingston & Scarsdale.

**Letting of 12/17/2020 @ 10:30 A.M.**

Submitted in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on September 1, 2020 as posted on the Department's website.

# **Book 2 of 2**

**As-Let 02/18/2021**



**Department of  
Transportation**

50 Wolf Road, Albany, NY 12232

**IMPORTANT BIDDER INFORMATION**

- 1. Familiarize Yourself with the Standard Specifications.** The current NYSDOT Standard Specifications are stipulated on the front cover of this Project Proposal. Standard Specifications may be accessed at: <https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc> . Be certain you access the correct edition of the Standard Specifications.
- 2. Upcoming Projects/Contract Documents/Letting Results.** Advertisements are available at: [www.dot.ny.gov/doing-business/opportunities/const-highway](http://www.dot.ny.gov/doing-business/opportunities/const-highway), Contract Documents at: [www.dot.ny.gov/doing-business/opportunities/const-notice](http://www.dot.ny.gov/doing-business/opportunities/const-notice), and Letting Results at: [www.dot.ny.gov/doing-business/opportunities/const-results](http://www.dot.ny.gov/doing-business/opportunities/const-results).
- 3. Procurement Lobbying Law.** NYS Finance Law restricts communication with NYSDOT personnel on procurements; contact can only be made with designated persons. Contact with non-designated persons or other involved Agencies will be considered a serious matter and may result in disqualification. Project-related technical questions or comments must be submitted through the NYSDOT website at: [www.dot.ny.gov/doing-business/opportunities/const-notice](http://www.dot.ny.gov/doing-business/opportunities/const-notice). All other questions should be submitted through the website or directed to Robert Kitchen or the Assistant Director/Director of the Contract Management Bureau, (518) 457-2124.
- 4. DBE/MBE/WBE/SDVOB Goals.** [www.dot.ny.gov/main/business-center/contractors/construction-division/construction-civil-rights/ebo](http://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-civil-rights/ebo). Projects may have one goal for participation by Disadvantaged Business Enterprises (DBE) when Federally funded, or three separate goals for participation by Minority Business Enterprises (MBEs), Women's Business Enterprises (WBE) and Service-Disabled Veteran-Owned Business (SDVOB) when Non-Federally funded. If the project has (a) DBE/MBE/WBE/SDVOB goal(s), you must document your good faith efforts to obtain DBE/MBE/WBE/SDVOB participation. Solicitation of DBE/MBE/WBE/SDVOBs must begin prior to the submission of your bid. For projects with goals, the Pre-Award Utilization Package must be submitted to the Office of Construction in accordance with §102-12 *D/M/WBE Utilization*, using the current version of NYSDOT approved Civil Rights reporting software.
- 5. Bonds.** Statutes require that a low bidder file both a Performance Bond and a Labor and Material Bond for the full amount of the contract. Arrangements should be made with a Surety prior to submitting a bid. Failure to secure bonding could result in the loss of your bid deposit. See §103-03 *Contract Bonds*.
- 6. Bid Security.** Every bid must be accompanied by a bid bond, certified check or bank cashier's check payable to the NYS Department of Transportation, in the sum of the amount shown on the proposal title page. Bonds must be on form CONR 391. Electronic bids must include an electronic bid bond.
- 7. New York State Can Help You Secure Surety Bonding.** The NYS Surety Bond Assistance Program (NYSBAP) provides technical and financial assistance to help New York State small business or MWBE contractors secure bonding. Contractors may be eligible to receive a guarantee of up to 30% to secure a surety bond line, bid bond or a performance and payment bond on State projects. Training is also available to contractors requiring technical support on how to become bond-ready. For more information visit [esd.ny.gov/BusinessPrograms/BondingAssistance.html](http://esd.ny.gov/BusinessPrograms/BondingAssistance.html) or contact Ms. Huey-Min Chuang at Empire State Development at 212-803-3238 or [BAP@esd.ny.gov](mailto:BAP@esd.ny.gov).
- 8. Do Not Alter the Bid Proposal Unless Directed to Do So by Amendment.** Unauthorized alterations could lead to your bid being declared informal. See §102-05 *Proposal Submission*.
- 9. The Contractor is responsible for ensuring that all Amendments have been incorporated into its bid.** Amendments are posted at: [www.dot.ny.gov/doing-business/opportunities/const-notice](http://www.dot.ny.gov/doing-business/opportunities/const-notice).
- 10. Bid on All Items and Sign the Bid.** If it is your intent to bid "0", use the numeric symbol. Leaving blank spaces can render your bid informal. See §102-05 *Proposal Submission*.
- 11. Bids Should Be Submitted through Bid Express or in a Sealed Envelope prominently labeled "BID ENCLOSED", addressed to NYSDOT, Office of Contract Management, 50 Wolf Road, First Floor, Suite 1CM, Albany NY 12232 and delivered prior to the proposal due date and time, during normal business hours (Monday through Friday, 7:00 am to 4:00 pm). Clearly identify the Contractor Name, Address, Federal Identification Number, Project Number and Project Description on the envelope.** The same Federal Identification number should be used on both the envelope and the Planholders List. Low bidders must have a current NYS Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) on file or submit one within 10 days of receipt of the contract. Questionnaires are available at: [www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info](http://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info). Please call (518) 457-2421 if a reasonable accommodation is needed to participate in the Letting.



### GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

### GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

**MBE/DBE/WBE/SDVOB PARTICIPATION GOALS**

The Department has established the following participation goal(s) for this contract, expressed as a percentage of the total contract bid amount.

The DBE program applies to Federal-Aid contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid contracts. For more information see Standard Specifications §102-12 or call the Office of Construction Pre-Award Unit at (518) 457-6472.

**Disadvantaged Business Enterprise (DBE) Goal**   6   % (Federal-Aid Only)

**Minority Business Enterprise (MBE) Goal**        % (Non Federal-Aid Only)

**Women's Business Enterprise (WBE) Goal**        % (Non Federal-Aid Only)

**Service-Disabled Veteran-Owned Business (SDVOB) Goal**        % (Non Federal-Aid Only)

The NYSUCP DBE Directory is located at: <https://nysucp.newnycontracts.com/>

The NYS M/WBE Directory is located at: <https://ny.newnycontracts.com/>

The NYS SDVOB Directory is located at: <https://online.ogs.ny.gov/SDVOB/search>

**SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS**

The information checked in the "Digital" column on this form is available at the Contract Documents tab within the Construction Contracting section of the [Business Center](#) on the Department's web site. The information checked in the "Inspection Only" column on this form is available at the Regional Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date. The bidder's signature on this proposal certifies that they have made themselves aware of the availability of the information indicated below:

**THERE IS NO SUPPLEMENTAL INFORMATION AVAILABLE FOR THIS CONTRACT:**

INFORMATION	Digital <sup>1</sup>	Inspection Only
1. Unsealed Layered or 3D PDF Files	<input type="checkbox"/>	
2. CADD Information		
a. MicroStation DGN	<input type="checkbox"/>	
b. InRoads DTM and XML format	<input type="checkbox"/>	
c. InRoads ALG and XML format	<input type="checkbox"/>	
3. Cross Sections in ADOBE PDF format	<input type="checkbox"/>	
4. Quantity Work-ups <sup>2</sup>	<input checked="" type="checkbox"/>	
5. Record Plans	<input type="checkbox"/>	<input type="checkbox"/>
6. Rock Cores (available for inspection only)		<input type="checkbox"/>
7. Sign Face Layouts in ADOBE PDF format	<input type="checkbox"/>	
8. Stormwater Pollution Prevention Plan (SWPPP)	<input type="checkbox"/>	<input type="checkbox"/>
9. Subsurface Information		
a. Subsurface Exploration Logs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Undisturbed Sample Logs	<input type="checkbox"/>	<input type="checkbox"/>
c. Laboratory Test Data from Soil Samples	<input type="checkbox"/>	<input type="checkbox"/>
d. Tabulated Results of Probing	<input type="checkbox"/>	<input type="checkbox"/>
e. Tabulated Depth to Bedrock	<input type="checkbox"/>	<input type="checkbox"/>
f. Rock Core Evaluation Logs	<input type="checkbox"/>	<input type="checkbox"/>
g. Compression Test Data from Rock Samples	<input type="checkbox"/>	<input type="checkbox"/>
h. Rock Outcrop Maps	<input type="checkbox"/>	<input type="checkbox"/>
i. Granular Materials Resource Survey Reports	<input type="checkbox"/>	<input type="checkbox"/>
j. Terrain Reconnaissance Reports	<input type="checkbox"/>	<input type="checkbox"/>
10. Subsurface Information - Other Information		
a. Subsurface information from outside sources	<input type="checkbox"/>	<input type="checkbox"/>
b. Source Information - Granular Material and aggregates	<input type="checkbox"/>	<input type="checkbox"/>
c. Special Subsurface Reports	<input type="checkbox"/>	<input type="checkbox"/>
11. Anticipated Construction Schedule	<input type="checkbox"/>	<input type="checkbox"/>
12. Asbestos Information		
a. Asbestos Blanket Variances	<input type="checkbox"/>	<input type="checkbox"/>
b. Asbestos Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Special Reports or Other Information:		
a. Permits	<input type="checkbox"/>	<input type="checkbox"/>
b. Design Approval Document	<input type="checkbox"/>	<input type="checkbox"/>
c. Survey Control Report	<input type="checkbox"/>	<input type="checkbox"/>
d. Wetland Compensation Report	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> – All digital material is provided in ADOBE (PDF) format, unless noted above.

<sup>2</sup> – Required for all projects.

**NYSDOT Electronic Bidding - AASHTOWare Project Bids and Bid Express**

**Project Bids** allows bidders to receive electronic proposal bid item information from the Department's web site and Bid Express to produce an electronic bid. Project Bids is provided free of charge, and can be used on almost any Windows-compatible PC. Benefits may include:

- Project Bids computes item and overall bid totals as estimators work through the list, and alerts estimators if an item is accidentally omitted.
- Electronic files of item bid data will be posted to the NYSDOT website and Bid Express to coincide with advertising and contract document publication dates.
- When an amended item bid data is downloaded, recognition of changes is automatic.
- Electronic bids are processed faster than paper bids, decreasing the time needed for verification of bids by NYSDOT.

**Bid Express** allows secure, encrypted bid submittal over the internet. It integrates with Project Bids and includes electronic bid bond verification. Bid Express is a fee-based service. Benefits may include:

- Real-time bid submittal from any location.
- No concerns about driving bids to Albany or mail services arriving after the deadline.
- The ability to submit a "safety bid" early while continuing to solicit better quotes from subs and suppliers and to overwrite the safety bid with a new bid right up to the submission deadline.
- As data accumulates on Bid Express, there is the ability to search and analyze bids on prior contracts for specific work items, and/or by specific competitors, etc.
- The ability to solicit and receive quotes from subcontractors through the Small Business Network on Bid Express.
- Contractors who use Bid Express do not submit a paper bid.

**First time electronic bidders should:**

- Allow at least seven business days to obtain a digital ID and password for bidding through Bid Express.
- Follow the procedures in "Download AASHTOWare Project Bids", which are posted at <http://www.dot.ny.gov/bids-and-lettings/construction-contractors/electronic-bid-system>
- Enter the Agency as NYSDOT.
- Use the appropriate Federal-ID and firm name. Federal-ID must be in the format 12-3456789. Joint ventures must create a new digital ID. Joint ventures must also send evidence of the authority of the agent or attorney-in-fact for the joint venturers to act on behalf of all joint venturers to the Office of Contract Management prior to the Letting.

**All electronic bidders should:**

- Enter prices for all bid items in the Schedule of Items.
- Enter days for the B portion(s) of A + B bids on the A+B Days tab (if applicable).
- Enter the required info in the JURAT and Disclosure of Lobbying Activity folders.
- Complete the Contract Document Bid-Ability Survey (optional).

**NYSDOT Electronic Bidding - AASHTOWare Project Bids and Bid Express**

- Enter the required info in the Bid Bond folder if submitting a bid through Bid Express and click Verify to verify the bid bond.
- All bids submitted through Bid Express should be 100% complete as noted at the top of the page. Submitting a bid that is less than 100% complete through Bid Express could lead to the bid being declared informal.

**Paper Bid Documents:** NYSDOT recommends and encourages contractors to bid electronically with Bid Express because of its many advantages, but contractors are not required to bid electronically. If NYSDOT receives both a Bid Express bid and a paper bid from the same contractor, the Bid Express bid will prevail.

**Bidders who do not use Bid Express are encouraged to submit an electronic bid file on a CD or flash drive with their paper bid. NYSDOT will not accept electronic bids on any media without a paper bid. If there is any discrepancy between an electronic file submitted with the paper bid and the paper bid, the paper bid will prevail.**

When submitting an electronic bid file with your paper bid, include only one .bsx (Project Bids) file on the **CD or flash drive**. Do not put anything else on this CD or flash drive.

**Amendments:** Contractors are solely responsible for recognizing and responding to changes by amendment. If an amendment involves changes to item bid data, an amended Project Bids file will be posted to the Department's website and to Bid Express. This file must be applied to your electronic bid. If there is any discrepancy in the itemized proposals published in paper and electronic formats, in either the contract pay items or quantities, the Department will evaluate the bids based only on that portion that is common to all formats. For example, if an item is missing from any format, the bids will be evaluated excluding that item and if item quantities are different in any format, the bids will be evaluated using the lowest item quantity.

Please notify the Department at 518-457-2124 or 518-457-3583 if you find any such discrepancies. However, not all amendments will involve changes to item bid data.

**For assistance:**

- NYSDOT 518-457-2124 or 518-457-3583
- Bid Express Help Desk (888) 352-2439 or (352) 381-4888
- Third-party Software - Contact the vendor of the software. The Department is neither authorized nor able to assist with any software package.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**INSURANCE COVERAGE**

By virtue of the scope, location, type, and/or estimated value, the following types of insurance, listed in the Standard Specifications §107-06B, do not apply to this project and the Contractor is under no obligation to furnish proof of such insurance.

**Professional Liability/ Errors and Omissions is not required** unless the Contractor intends to include professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.

**Pollution Liability Insurance is not required** unless the Contractor will employ mobile equipment or tanks or facilities for fueling vehicles or equipment on-site. The Contractor will only use licensed and registered vehicles that are covered by a Commercial Automobile Policy or provide the Pollution Liability Insurance.

**Marine Protection & Indemnity Insurance is not required** because the project scope does not require any Work performed on a navigable waterway using barges or other watercraft.

**Builders' Risk Policy is not required** because the project scope does not require the construction of a structure or building and/or the project is valued at less than the threshold amount.

**Railroad Protective Liability Insurance is not required** because the project scope does not require Work Affecting Railroads as described in §105-09.

***LIST OF ADDITIONAL INSURED PARTIES***

The following list supplements the required additional insured parties identified in §107-06A.4 - *Additional Insureds*:

- The State of New York
- New York State Department of Transportation
- Any consultants working for or on the project, including their agents or employees
- County of Dutchess
- County of Ulster
- County of Westchester
- Town of Fishkill
- Town of Greenburgh
- Town of Hyde Park
- Town/Village of Scarsdale
- City of Kingston
- Central Hudson Gas and Electric Corp.
- Consolidated Edison Company of New York
- Verizon Communications
- Altice USA/Cablevision
- Crown Castle USA
- Windstream Communications

Refer to Standard Specifications §107-06A.4 for requirements regarding these additional insured parties.

## New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)

In accordance with Standard Specification Section 105-05 VENDOR RESPONSIBILITY, “The Contractor shall at all times during the contract term remain responsible.” Failure to maintain and provide responsibility documentation may result in non-payment or suspension of work.

A **New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)** is the primary tool used to perform this review. An approved CCA-2 must be on file with NYSDOT to be considered for the award of a contract or for the approval of a subcontract. An approved CCA-2 covers NYSDOT work for one calendar year.

Forms are available at: [http://osc.state.ny.us/vendrep/forms\\_vendor.htm#Construction](http://osc.state.ny.us/vendrep/forms_vendor.htm#Construction). Firms may file either electronically through the OSC site or can print out the CCA-2, and mail a signed and notarized original copy to:

New York State Department of Transportation  
Contract Management  
50 Wolf Road, 1st Floor, Suite 1CM  
Albany, NY 12232

Whichever method of submission is selected, the Contractor must complete and include Attachments A, B and C. Further information can be found at: <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info>.

Please note if you file online through the OSC site, a responsibility review must still be completed by NYSDOT before work can start. Therefore, once certified on-line, you must notify NYSDOT via email at [VendorResponsibility@dot.ny.gov](mailto:VendorResponsibility@dot.ny.gov) which will initiate the review process. If you file online and do not notify NYSDOT within 3 months, it may be necessary for you to resubmit and recertify, restarting the process.

If you are not currently performing work for NYSDOT but anticipate bidding or subcontracting during the next 12 months, you should complete and submit a CCA-2. **Please do not wait until you are scheduled to work on a project.**

Questions may be sent to [VendorResponsibility@dot.ny.gov](mailto:VendorResponsibility@dot.ny.gov) or you may call (518) 457-1564.



**SPECIAL NOTE**  
**TEMPORARY LANE/SHOULDER CLOSURE RESTRICTIONS FOR MAJOR HOLIDAYS**

There shall be no temporary lane/shoulder closures on roadway facilities owned and/or maintained by NYSDOT on the major holidays listed below.

Construction activities that will result in temporary lane/shoulder closures shall be suspended to minimize travel delays associated with road work for major holidays as follows:

<b>Holiday</b>	<b>Falls on</b>	<b>Temporary lane closures are NOT allowed from</b>
New Year's Day Independence Day Christmas Day	Sunday or Monday	6:00 AM Friday before to 6:00 AM Tuesday after
	Tuesday	6:00 AM Saturday before to 6:00 AM Wednesday after (starting at 6:00 AM Friday before to 6:00 AM Wednesday after for Christmas Day)
	Wednesday	6:00 AM Tuesday before to 6:00 AM Thursday after (starting at 6:00 AM Saturday before to 6:00 AM Thursday after for Christmas Day)
	Thursday	6:00 AM Thursday to 6:00 AM Monday after (starting at 6:00 AM Wednesday before to 6:00 AM Monday after for Christmas Day)
	Friday or Saturday	6:00 AM Thursday before to 6:00 AM Monday after

<b>Holiday</b>	<b>Falls on</b>	<b>Temporary lane closures are NOT allowed from</b>
Memorial Day Labor Day	Monday	6:00 AM Friday before to 6:00 AM Tuesday after
Thanksgiving Day	Thursday	6:00 AM Wednesday before to 6:00 AM Monday after

Exceptions can only be made under the following conditions:

- Emergency work.
- Work within long-term stationary lane/shoulder closures.
- Safety work that does not adversely impact traffic mobility and has been authorized by the Regional Traffic Engineer.

Note: The Department reserves the right to cancel any work operations, including lane closures and/or total road closures, that would create traffic delays by unforeseen events. The Contractor would be notified at least seven (7) calendar days prior to the proposed work.

## **Diesel Emission Reduction Act (DERA) Regulatory Compliance**

All NYSDOT prime Contractors are made aware that Environmental Conservation Law (ECL) 19-0323 and New York State Department of Environmental Conservation (NYSDEC) regulation 6 NYCRR Part 248 *Use of Ultra Low Sulfur Diesel (ULSD) Fuel and Best Available Retrofit Technology (BART) for Heavy Duty Vehicles* requires 100% compliance by December 31, 2019 for regulated heavy duty diesel vehicles working on all State awarded contracts. DERA is a requirement of ECL, not a contractual requirement of NYSDOT. NYSDOT is responsible for regulatory enforcement. NYSDOT is responsible for annual Regulatory Entity reporting.

All NYSDOT prime Contractors shall make determinations of regulatory applicability for vehicles in inventory used on active Department contracts beginning January 1<sup>st</sup> of every year. These determinations shall be based on the definition of Heavy Duty Vehicle (HDV) including on and off road diesel vehicles having gross vehicle weights in excess of 8,500 pounds, excluding vehicles that are exempt as defined in 6 NYCRR 248-1.1(b)(14). Prime Contractors shall also quantify ULSD fuel used by regulated vehicles beginning with active contract work January 1<sup>st</sup> of every year.

An electronic copy of 6NYCRR Part 248 can be accessed at:  
[https://govt.westlaw.com/nycrr/Browse/Home/NewYork/NewYorkCodesRulesandRegulations?guid=I230dcde07ada11de8a7a9d9968c78f9e&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/nycrr/Browse/Home/NewYork/NewYorkCodesRulesandRegulations?guid=I230dcde07ada11de8a7a9d9968c78f9e&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

Electronic copies of the Regulated Entity Vehicle Inventory Form and the Regulated Entity and Contractors Annual Report Form can be accessed under Part 248 Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology for Heavy Duty Vehicles at the following link:  
[www.dec.ny.gov/chemical/4754.html](http://www.dec.ny.gov/chemical/4754.html).

DERA annual reporting by NYSDOT prime Contractors shall be submitted to NYSDOT by October 1<sup>st</sup> of every year for the previous calendar year, starting with October 1, 2020. The following numbered information shall be submitted:

1. Inclusion of “DERA” and calendar year being reported in subject line of email
2. Contact information including firm name, contact person, phone number and e-mail
3. Estimated annual total quantity of ULSD fuel used by covered vehicles on NYSDOT contracts
4. Required Fleet information for covered vehicles on NYSDOT contracts

Electronic mail submissions to [mo-construction@dot.ny.gov](mailto:mo-construction@dot.ny.gov).

**SPECIAL NOTE**  
**OPTIONAL USE OF WARM MIX ASPHALT (WMA) TECHNOLOGIES**

The contractor has the option of using an Approved WMA Technology in the production of all 402, *Hot Mix Asphalt (HMA)* items, except *SUPERPAVE HMA with Ice Retardant* items, *Waterproofing Bridge Deck HMA* items, and *Paver-Placed Surface Treatment* items, at no additional cost to the State.

If the contractor chooses to use a WMA technology, the provisions of §401 and §402 shall apply including the following:

Use an approved technology appearing on the Approved List for *Technologies for Warm Mix Asphalt*. Design a mixture using a WMA Technology in accordance with MM 5.16, *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedure*. At a minimum, a one point verification of the mixture's volumetric properties is acceptable for the following situations:

- When the WMA mix design is based on an existing Production Status HMA mix design.
- When the WMA mix design is based on, and utilizes a different WMA technology than, an existing Production Status WMA mix design.

Comply with the latest manufacturer's "Production, Testing, and Compaction Details" from the Approved List for incorporating the WMA technology. Test specimens may be made from plant produced or laboratory prepared WMA. Test specimens must be made from plant produced WMA if adding the WMA technology in the lab does not simulate the production process. The Regional Materials Engineer (RME) may require a State representative be present during the fabrication and testing. Submit the WMA design to the RME for review and verification at least 14 calendar days before production, including:

- Name of WMA technology and the target dosage rate.
- If using an additive other than water,
  - Submit a MSDS for the additive.
  - Submit either enough of the additive for the laboratory mix design verification, or the additive pre-blended in the PG Binder at the correct dosage. If the additive is not pre-blended into the PG Binder, include directions for properly incorporating the additive into the laboratory made mixture.
- Prior to the submission of any mix design, contact the RME to determine if there is an increased concern regarding the mixture's moisture susceptibility based on the WMA technology and/or the type of aggregate being used, or the performance of similar mixes. The RME may require AASHTO T 283 moisture susceptibility test results, meeting a minimum Tensile Strength Ratio (TSR) of 80%, as part of the mix design submission.

Submit Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.

For 80 Series Compaction Method, complete all breakdown roller passes before the mat temperature falls below 230° F, unless approved by the Director, Materials Bureau.

When the asphalt mixture is being placed over a *Sheet-Applied Waterproofing Membrane*, maintain a minimum delivery temperature in accordance with the Material Detail Sheets prepared by the membrane manufacturer.

### HMA WITH CRUSHED GLASS

**SCOPE.** This specification covers the requirements for the addition of crushed glass to hot mix asphalt mixtures. The provisions of Section 402 - Hot Mix Asphalt (HMA) Pavements applies except that the Contractor has the option of blending of the crushed glass in the following mixes:

- 1 1/2 inch Nominal Max. Size
- 1 inch Nominal Max. Size
- 3/4 inch Nominal Max. Size
- Truing and Leveling Course

If the Contractor chooses the crushed glass option, the following modifications to the Standard Specifications shall apply:

### MATERIAL REQUIREMENTS

Crushed glass shall be subject to the approval of the Regional Materials Engineer prior to its use. The crushed glass shall contain no more than 1% (by weight) contaminants and shall meet the following gradation:

Sieve Size	Percent Passing
3/8 inch	100
1/4 inch	90 - 100
No. 30	0 - 20

Note: The gradation requirements may be modified upon approval by the Regional Materials Engineer.

Crushed glass may be included in the mixture up to 5%, maximum, of the total aggregate weight. The crushed glass, aggregate, and Performance-Graded Binder (PGB) shall meet the requirements specified in the Standard Specification §401-2.01 Hot Mix Asphalt Designs and §401-2.04 Performance-Graded Binder.

### CONSTRUCTION DETAILS

The crushed glass shall be proportioned from a separate feed bin approved by the Regional Materials Engineer. In addition, all requirements pertaining to aggregate shall apply to crushed glass including the equipment requirements for automatic proportioning and recording as stipulated for aggregate in §401-3.08.

**METHOD OF MEASUREMENT.** The provisions of §401-4 and §402-4, Method of Measurement, shall apply.

**BASIS OF PAYMENT.** The provisions of §402-5, Basis of Payment, shall apply.

**SPECIAL NOTE:  
USE OF RECLAIMED ASPHALT SHINGLES (RAS) IN THE PRODUCTION OF  
ASPHALT MIXTURES**

**DESCRIPTION.** The provisions below cover the use of Reclaimed Asphalt Shingles (RAS) in the production of asphalt mixtures. Sections 401 and 402 of the NYS Standard Specifications apply except as modified herein.

**MATERIAL REQUIREMENTS**

The Contractor has the option of using the following:

- Manufactured Waste (MW) RAS may be used in shim, base, binder, and top courses (excluding 6.3 HMA Top Course, Waterproofing Bridge Deck Overlay, and Ice Retardant mixtures).
- Post Consumer Waste (PCW) RAS and may be used in shim, base and binder courses.

The RAS must be stockpiled at the plant facility and shall be subject to the approval of the Regional Materials Engineer (RME) prior to its use. RAS shall meet the following requirements:

- Shall be from a source that has obtained a beneficial use determination (BUD) from the NYS Department of Environmental Conservation (DEC) as specified in 6 NYCRR 360-1.15.
- Shall be certified to be asbestos free.
- Shall be completely free of nails. In addition, it shall contain no more than 1% by weight of other deleterious materials such as glass, wood, plastic, etc.
- Shall meet the following gradation:

Sieve Size	Percent Passing	
	Min.	Max.
¼ inch (6.3 mm)	100	-
#4 (4.75 mm)	90	100
#8 (2.36 mm)	75	90
#16 (1.18 mm)	50	70
#30 (0.600 mm)	30	55
#50 (0.300 mm)	15	40
#100 (0.150 mm)	5	25
#200 (0.075 mm)	-	15

The maximum RAS allowed in the mixture is 2% by weight of the total mixture. A Control Plan for using shingles in HMA shall be developed and submitted to the Regional Materials Engineer detailing the control and testing of the stockpiles. RAS shall be uniformly blended with RAP to reduce clumping and must be stockpiled separate from other stockpiles. Other methods of reducing RAS clumping can be utilized with the approval of the RME.

**Rejuvenator.** A rejuvenator shall be added to PCW RAS using a pugmill or similar equipment to pre-blend and stockpile the rejuvenated PCW RAS. Alternatively, a spray system may be used

**SPECIAL NOTE:  
USE OF RECLAIMED ASPHALT SHINGLES (RAS) IN THE PRODUCTION OF  
ASPHALT MIXTURES**

to spray the rejuvenator onto the PCW RAS prior to its introduction into the plant mixer. The rejuvenator shall meet the requirements of ASTM D 4552, *Standard Practice for Classifying Hot-Mix Recycling Agents*. Other liquid products or methods which facilitate softening of the PCW RAS binder may be used with the approval of the Regional Materials Engineer. The application rate shall be as recommended by the rejuvenator supplier.

**Mixture Design.** Prior to production of the HMA, the mixture design shall be developed to meet all the requirements in the latest Materials Method (MM) 5.16, *Hot Mix Asphalt (HMA) Mixture Design and Mixture Verification Procedures*, available on the Department's website. The mixture design shall also meet the performance test criteria listed in the table below. The testing must be performed by an AASHTO Materials Reference Laboratory (AMRL) approved laboratory that has the capability of performing these tests. When RAS is used in conjunction with RAP, the total percentage of reclaimed material shall not exceed the maximum of 20% for Top Course and Binder Course, and 30% for Base Course currently allowed under the specifications during the production of HMA.

**Mixture Performance Test Requirements**

Tests	Specification Criteria
Dynamic Modulus, AASHTO TP 79	Report
Flow Number, AASHTO TP 79	200, min.
Flexural Beam Fatigue, AASHTO T 321, 750 $\mu$ -Strains	10,000 cycles, min.
Overlay Tester, TxDOT TEX-248F	300 cycles, min.

**Reclaimed PG Binder Ratio:** The ratio of reclaimed PG binder from the RAP and RAS to the total PG binder content shall not exceed 0.2.

**CONSTRUCTION DETAILS**

The provisions of Section 401 and Section 402 apply except that the RAP/RAS stockpile shall be tested at a frequency of at least once per day of production to determine the asphalt content and the gradation of the combined reclaimed material.

**D264286**  
**US CUSTOMARY FUEL PRICE ADJUSTMENT**

<b>FUEL PRICE ADJUSTMENT<sup>1</sup> CONVERSION FACTORS</b>		
<b>MATERIAL DESCRIPTION</b>	<b>CONVERSION FACTOR</b>	<b>ITEM NUMBER<sup>2</sup></b>
Unclassified Excavation	0.35 gal/yd <sup>3</sup>	203.02
Embankment	0.10 gal/yd <sup>3</sup>	203.03, 620.xx
Fill	0.45 gal/yd <sup>3</sup>	203.05, 203.06, 203.07, 203.08xx, 203.20, 203.21, 203.25
Controlled Low Strength Material	1.00 gal/yd <sup>3</sup>	204.01, 204.02, 204.03, 204.04
Trench/Culvert/Structure Excavation	0.50 gal/yd <sup>3</sup>	206.01, 206.0201
Bituminous Stabilized Course	1.40 gal/yd <sup>3</sup>	302.01, 307.01
Sub-base Course	1.00 gal/yd <sup>3</sup>	304 Items
Hot Mix Asphalt	2.50 gal/ton	402 Items <sup>3</sup> , 405.01, 608.020102 <sup>3</sup> , 619.0601 <sup>4</sup> , 624.02xxx <sup>3,4</sup> , 633.14 <sup>3,4</sup> , 633.15 <sup>3,4</sup> , 633.16 <sup>3,4</sup>
Milling	0.10 gal/yd <sup>2</sup>	490 Items
Portland Cement Concrete Pavement	1.00 gal/yd <sup>3</sup>	502 Items <sup>3</sup> , 503.1010, 503.1011, 503.1012
Fill Type Retaining Walls	0.45 gal/yd <sup>3</sup>	554.30xx <sup>5</sup> , 554.31 <sup>5</sup> , 554.4x <sup>5</sup>
Footing Concrete & Concrete for Structures - All classes	1.00 gal/yd <sup>3</sup>	555 Items, 582.05
Approach Slabs	0.33 gal/yd <sup>2</sup>	557.2001, 557.2002, 557.2003, 557.2009, 557.22
Structural Slabs with bottom formwork	0.25 gal/yd <sup>2</sup>	557.01xx, 557.07, 557.30
Structural Slabs - no bottom formwork	0.15 gal/yd <sup>2</sup>	557.05xx, 557.09
Class D Concrete	0.05 gal/yd <sup>2</sup>	557.13, 584 Items
Concrete Barrier, Type A	0.16 gal/ft	606.3001, 606.3021, 606.3031
Concrete Barrier, Type B	0.19 gal/ft	569.01, 606.3002, 606.3022, 606.3032
Concrete Barrier, Type C	0.22 gal/ft	606.3003, 606.3023, 606.3033
Concrete Barrier, Half Section	0.11 gal/ft	569.02, 606.3004, 606.3024, 606.3034
Concrete Median Barrier, Single Slope	0.23 gal/ft	569.05, 606.3041, 606.3043, 606.3044
Concrete Median Barrier Wide, Single Slope	0.28 gal/ft	606.3051, 606.3053, 606.3054

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT <sup>1</sup> CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER <sup>2</sup>
Concrete Barrier Half Single Slope	0.17 gal/ft	569.04, 606.3061, 606.3063, 606.3064
Vertical Faced Concrete Parapet	0.10 gal/ft	569.03
Gravel, Stone, Slag	1.00 gal/yd <sup>3</sup>	411.01, 411.02, 411.03, 623.1x
Concrete Sidewalks and Driveways	1.00 gal/yd <sup>3</sup>	608.01xx
Topsoil	0.45 gal/yd <sup>3</sup>	610.10, 610.11xx, 610.14xx

**Notes:**

1. In accordance with Standard Specification §698-3.02, the index value for the fuel price adjustment is the posted price for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number.
3. Quality Adjustment Items (402/502/608/624) are not eligible for fuel price adjustment.
4. Fuel Price Adjustment Conversion Factor based on units of TONS of asphalt placed, not the pay units of this item.
5. Fuel Price Adjustment Conversion Factor based on units of CY of backfill paid under this item, not the pay units of this item.

## D264286

### US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT <sup>1</sup> CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER <sup>2</sup>
Bituminous Stabilized Course	0.065 t PGB/yd <sup>3</sup>	302.01
Asphalt Treated Permeable Base, Type 1	0.030 t PGB/t	402.010902
Asphalt Treated Permeable Base, Type 2	0.035 t PGB/t	402.011902
Shim Course	0.0825 t PGB/t	402.058902
6.3 SUPERPAVE HMA	0.067 t PGB/t	402.068xxxx8 RR
9.5 SUPERPAVE HMA	0.062 t PGB/t	402.09xxxx
12.5 SUPERPAVE HMA	0.055 t PGB/t	402.12xxxx
19 SUPERPAVE HMA	0.049 t PGB/t	402.19xxxx
25 SUPERPAVE HMA	0.045 t PGB/t	402.25xxxx
37.5 SUPERPAVE HMA	0.040 t PGB/t	402.37xxxx
Paved Placed Surface Treatment, Types A, B, and C	0.064 t PGB/t	415.01xxyy03
Micro-Surfacing, Quick-Set Slurry	0.078 t PGB/t	410.102102 RR, 410.103102 RR, 410.104102 RR, 410.202302 RR, 410.203302 RR
Straight Tack Coat	0.0026 t PGB/gal	407.0103
Asphaltic Sealants (ASTM 6690)	0.0027 t PGB/gal	402.75xx RR, 402.76xx RR, 402.76020018
Chip Seal	0.0027 t PGB/gal	410.0105006, 410.07
Asphalt Emulsion for Cold Recycling	0.0027 t PGB/gal	416.02xx
Fog Seal and Dilute Tack Coat	0.0016 t PGB/gal	407.0102, 416.04, 410.0106006
PG Binder for Cold Recycling	0.0043 t PGB/gal	416.03
Asphaltic Sealant – Clean & Seal	0.225 t PGB/LNMI	402.76030008, 412.76030001
Asphaltic Sealant – Treating Cracks	0.240 t PGB/LNMI	412.76040001
Asphaltic Sealant – Rout & Seal	0.270 t PGB/LNMI	402.76010008
Repair of HMA Pavement, Temporary Asphalt	See Note 4	633.14, 633.15, 633.16, 619.06xx
True and Leveling, Asphalt Sidewalks, Driveways, Bike Paths, Gutters	See Note 5	402.017902, 402.01890xxx, 608.020102, 624.02xx

**ASPHALT PRICE ADJUSTMENT<sup>1</sup> CONVERSION FACTORS**

**Notes:**

1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number.
3. Quality Adjustment Items (402/608/624) are not eligible for asphalt price adjustment.
4. Asphalt Price Adjustment Conversion Factor based on units of TONS of asphalt placed, not the pay units of this item. The conversion factor for HMA Pavement Repair and Temporary Asphalt will be based on the actual asphalt mixture used.
5. The conversion factor for Truing and Leveling, Driveways, and other items that allow asphalt mix options, will be based on the actual mixtures used.
6. A two digit suffix (RR) at the end of a contract pay item indicates a special specification.
7. The conversion factors for HMA mixed with slag shall be increased by 25%.
8. t = tons

**SPECIAL NOTE**  
**Survey Work for Sidewalks and Curb Ramps**

The contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of sidewalks and curb ramps meet ADA requirements prior to pouring concrete or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of Item 625.01 - *Survey Operations*.

A Contract Control Plan is not necessary for work limited to sidewalks and curb ramps.

**SPECIAL NOTES****INCENTIVE/DISINCENTIVE****Description of Work:**

This contract provides for Traffic Signal and pedestrian improvements at seven signals in Dutchess, Ulster and Westchester counties. The work involves the installation of new sidewalk, curb ramp, curb and traffic signal equipment.

**Description of Incentive/Disincentive Work:**

The Department has determined that a benefit to the traveling public and to the State will be derived by early completion of a specific stage of the contract work, lane closures and/or detours. Therefore, the Contractor shall be awarded incentive payments for early completion of the work relative to all sidewalk, curb ramp, curb and traffic signal equipment installation as described in the contract plans and this note. The intent of this Incentive/Disincentive (I/D) is to minimize the time that the travelling public experiences delays due to the installation of pedestrian facilities and traffic signal equipment.

This note is a supplement to the note below titled “Incentive/Disincentive Clause.”

The Incentive/Disincentive (I/D) work includes all work required to install sidewalk, curb ramp, curb and traffic signal equipment at a given intersection. The Contractor is alerted to the fact that the I/D work will necessitate simultaneous construction activities and/or multiple construction shifts and nighttime construction.

The I/D work shall include, but is not limited, to the following:

1. Construction of sidewalk, curb ramps and curbs
2. Installation of traffic signal equipment

The Contractor shall notify the Engineer in writing seven (7) calendar days in advance of any temporary closure of lanes, shoulders, sidewalks or curb ramps.

The Incentive/Disincentive clause is specifically intended to minimize the length of time that sidewalks, curb ramps, lanes or shoulders are closed to vehicular and pedestrian traffic. Temporary measures that further the intent of this clause shall be permitted at the Engineer’s discretion at no additional cost to the State. In all cases where doubts exist as to the necessity of work items, the Engineer shall be the final arbiter of which items of work are required to be completed before any shoulder, lane, sidewalk or curb ramp is opened.

*Starting date for the performance of the I/D work:* The I/D work will begin when the contractor begins curb, sidewalk and/or curb ramp removal work at any corner of a given intersection. The Contractor will not be permitted to put in effect the detour and closure of lanes and shoulders until curb, sidewalk and/or curb ramp removal work is started.

*Incentive milestone date:* The incentive payments will be made for completion of the I/D work for each stage prior to the 30<sup>th</sup> day after curb, sidewalk and/or curb ramp removal work is started at each individual intersection. The counting of consecutive calendar days for the I/D work will begin when shoulders, lanes, sidewalks, curb ramps are fully open to vehicular and pedestrian traffic, and when traffic signal equipment is operational and open for use by the general public as per this note and the contract plans. The maximum number of calendar days for incentive payments for each stage is five (5) days. The daily incentive payment amount is \$2,000.

*Disincentive milestone date:* A \$2,000 disincentive assessment per day will apply on the 40<sup>th</sup> and every calendar day, or portion of calendar day, thereafter in which the requirements are not met and the work is incomplete. The full amount of \$2,000 will be assessed for any portion of a calendar day. There shall be no limits to the number of days the disincentive will apply.

### **Incentive/Disincentive Clause:**

#### **A. General**

The Contractor will be awarded incentive payments for early completion of I/D work as described below. Late completion of I/D work will result in a disincentive assessment which will be deducted from money due to the Contractor. Payments and/or assessments will be made in accordance with Item 698.93940008, Incentive Payments/Disincentive Assessments for Work Subject to the Special Note “Incentive/Disincentive Clause.”

The I/D work and incentive payments/disincentive assessments are described in the “Description of Incentive/Disincentive Work” note above. If there are multiple I/D work time periods, each time period will include its own:

- X Maximum total number of calendar days to perform the work;
- X Starting and ending dates or events for the I/D period;
- X Daily cost;
- X Maximum days for incentive determination; and
- X Time frames and critical dates, if applicable

#### **B. Definition of Terms**

For this project, the following additional definitions shall apply:

1. Calendar Day - Every day shown on the calendar. The calendar day begins at 12:00 AM (Midnight).
2. Daily Cost - The amount which represents the average daily cost of interference and inconvenience to the highway and/or bridge user excluding engineering inspection costs.
3. Engineering Inspection Costs - The costs to the Department for inspection of the Contractor's work.

4. Substantially complete - *THIS DEFINITION SHALL APPLY TO ONLY I/D WORK.* Construction work in this contract shall be substantially complete by **July 14, 2022.** Each individual I/D work period shall be considered to be substantially complete when: 1) all work requiring lane or shoulder closures or obstruction to normal flow of traffic is completed; 2) traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase(s) of work); and 3) all pavement construction, resurfacing, and traffic control devices shall be in their final position or as called for in the plans for the specified work.

### **C. Early Completion of I/D Work**

The Contractor will be paid the daily cost specified for each I/D work period for each calendar day the work is substantially completed before the number of calendar days stated by the Department for that period. The total number of calendar days for incentive payment for each I/D period shall not exceed the maximum number of days specified for incentive calculation in the "Description of Incentive/Disincentive Work" note above.

Incentive payments shall be made for each individual I/D work period upon completion of the work included in the particular I/D period. Incentive payments will be made under Item 698.93940008.

The Engineer shall be the sole authority in determining when the work is substantially complete.

### **D. Failure to Substantially Complete the I/D Work in the Time Specified**

Failure to substantially complete any I/D work within the number of consecutive calendar days specified will result in the daily cost specified for that work in the above note titled "Description of Incentive/Disincentive Work" being assessed for every calendar day in excess of the number of consecutive calendar days specified, up to the time when the work is substantially complete. *THERE IS NO LIMIT ON THE AMOUNT OF DISINCENTIVE ASSESSMENT.*

The assessments for failure to substantially complete the I/D work will be made separately for each I/D work period upon reaching the completion date established for each I/D work period. Disincentive assessments will be collected under Item 698.93940008.

The Engineer shall be the sole authority in determining when the work is substantially complete.

### **E. Failure to Complete All Work on Time**

Condition A: If the I/D work is substantially completed prior to the contract completion date stated in the proposal, for each calendar day that any work remains uncompleted after the contract completion date, the appropriate liquidated damages in accordance with Section

108-03 of the Standard Specifications will be deducted from any monies due to the Contractor. Engineering inspection costs may be added to the liquidated damages in accordance with Section 108-03 of the Standard Specifications.

Condition B: If the I/D work is not substantially complete by the contract completion date, the daily cost for the I/D work will be assessed in accordance with D. Failure to Substantially Complete the I/D Work in the Time Specified (above). In addition to the daily costs, engineering and inspection costs may also be assessed in accordance with Section 108-03 of the Standard Specifications. However, liquidated damages will not be assessed during the time the I/D work remains incomplete.

Following the substantial completion of the I/D work, if any other work remains incomplete, the appropriate liquidated damages will be deducted from any money due to the Contractor in accordance with Section 108-03 of the Standard Specifications for each day any work remains incomplete after the substantial completion of the I/D work. Engineering inspection costs will also be assessed along with the liquidated damages in accordance with Section 108-03 of the Standard Specifications.

#### **F. Adjustments to I/D Work**

Adjustments to the I/D time periods will be made based on the critical path method schedule submitted by the Contractor in accordance with scheduling provisions found elsewhere in the contract documents. Delays due to extenuating circumstances beyond the control of the Contractor, as provided in Section 108-03 of the Standard Specifications, will be considered when making time related adjustments. Adjustments will be separately made for each phase/stage of work subject to I/D provisions.

#### **Schedule Restrictions and Requirements:**

The Contractor shall schedule and perform the contract work in accordance with the following restrictions:

1. Work shall be progressed in the order described in the staging table shown below.
  - a. Once construction work has been started on a stage, all construction work in that stage must be completed before construction work in the next stage can be started. For purposes of this requirement, construction work does not include planning for future stages, survey operations, producing an inventory of existing pavement markings and/or traffic loops and other vehicle detectors, or installing final pavement markings.
  - b. All construction work in a stage must be finished by the completion date shown in the staging table. For each calendar day that the Contractor's work extends beyond the completion date specified for a given stage in the staging table, liquidated damages in the amount specified in the staging table will be assessed and will be deducted from any monies due to the Contractor.

- c. No additional time will be granted to the Contractor for any subsequent stage to compensate for lost time due to the Contractor's failure to complete a given stage by the specified completion date.
2. Multiple crews can perform work at the same time at different locations under each stage by the completion date specified in the staging table. The actual number of crews may vary for each stage and may be limited due to other restrictions and/or requirements described elsewhere in these notes or in the work zone traffic control plan notes.
  3. Once construction work in a stage has been satisfactorily completed and upon written acceptance of such work by NYSDOT, maintenance responsibility for the locations within that stage shall revert to NYSDOT.

<b>STAGING TABLE &amp; INCENTIVE PAYMENTS/DISINCENTIVE ASSESSMENTS</b>				
<b>STAGE</b>	<b>SIGNAL LOCATION</b>	<b>STAGE COMPLETION DATE</b>	<b>INCENTIVE PAYMENT</b>	<b>DISINCENTIVE ASSESSEMENT</b>
1	Signal # D-105 – US 9 at Pinewoods Rd, #D-106 – NYS 52 at I-84 EB Ramp & Heath Rd, #D-107 – NYS 52 at I-84 WB Ramp & Geering Way, #U-8A – Albany Ave at Roosevelt Ave,	December 17, 2021	\$2,000 per day, or portion thereof  (Maximum incentive \$10,000)	\$2,000 per day, or portion thereof
2	Signal #W-491PS – NY 9A at Old Country Rd, #W-225 – NY 22 at Olmstead, Tompkins & Ross Rds, #W-65 – NY 100 at NY 100A & E Hartsdale Ave	June 30, 2022	\$2,000 per day, or portion thereof  (Maximum incentive \$10,000)	\$2,000 per day, or portion thereof

**Prioritized List of Locations:**

Below is a prioritized list of locations in this contract from most to least important. No more than three (3) locations may be worked on at the same time per stage. Once work has been started for a stage, the Contractor shall complete all work, as ordered by the engineer, for that stage before commencing work for a subsequent stage.

<b><u>Priority</u></b>	<b><u>Location</u></b>	<b><u>Description</u></b>
D-105	US 9 at Pinewoods Road	Replace existing traffic signal, upgrade pedestrian facilities.
D-106	NY Rt 52 at I-84 EB Ramp/ Heath Road	Replace existing traffic signal, add pedestrian facilities
D-107	NY Rt 52 at I-84 WB Ramp / Geering Way	Replace existing traffic signal, add pedestrian facilities
U-8A	Albany Ave at Roosevelt Avenue	Replace existing traffic signal, upgrade pedestrian facilities
W-491PS	NY Rt 9A at Old Country Road	Upgrade pedestrian facilities.
W-225	NY Rt 22 at Olmstead Road	Replace existing traffic signal, upgrade pedestrian facilities
W-65	NY Rt 100 at NY Rt 100A	Replace existing traffic signal, upgrade pedestrian facilities.

If it is determined by the Engineer that work beyond that described in the contract documents is required at a higher prioritized location, work at the lowest remaining prioritized location(s) will be reduced or eliminated to compensate for the cost of extra work at the higher prioritized location. Accordingly, the Contractor shall have no expectation that all work at all locations included in the contract will be performed.

**Overtime:**

If Department funds are allocated, the Department intends to have inspection resources available if the Contractor desires to work overtime and has received permission to do so.

**Specialty Items:**

The following series of items are designated as "Specialty Items" for this contract as defined in Section 108-05 of the Standard Specifications:

<b><u>Item</u></b>	<b><u>Description</u></b>
206.03	Conduit Excavation and Backfill including Surface Restoration
608.73136108	Non-security bollard
608.04	Brick Paved Sidewalk and Driveways (Mortar Setting Bed)
608.10080008	Resetting Brick, Block or Flagstone Sidewalk or Driveways
619.1612	Maintain Traffic Signal Equipment
635.XX	All 635 (Cleaning and Preparation of Pavement Surfaces) Items
645.XX	All 645 (Signs) Items

647.XX	All 647 (Sign Removal and Relocation) Items
670.14480010	Resetting Electric Pull Box Covers and Frames
680.XX	All 680 (Traffic Signals) Items
683.08020104	3G/4G LTE Gateway Modem with Antenna
685.XX	All 685 (Epoxy Reflectorized Pavement Marking) Items

**Contract Limits:**

The contract limits are specified in the table below. The Contractor shall be responsible for the highway(s) within the contract limits. Contract work shall not be conducted outside the contract limits.

Location	Route	Contract Limits	
		Reference Marker	Reference Marker
D-105	US 9	9 8205 3045	9 8205 3055
D-106	NYS Route 52	980J 8201 1013	980J 8201 1018
D-107	NYS Route 52	52 8204 2036	52 8204 2041
U-8A	Albany Avenue	32 8602 2021	983F 8601 1005
W-65	NYS Route 100	100 8701 2022	100 8701 2032
W-65	NYS Route 100A	100A 8701 1000	100A 8702 1005
W-225	NYS Route 22	22 8702 2046	22 8702 2056
W-491PS	NYS Route 9A	9A 8703 2063	9A 8703 2073

**Other Contractors:**

Because of work on other contracts within the limits of this contract, the Contractor may not have exclusive occupancy of the territory within the limits of this contract. The provisions of Section 102-03 of the Standard Specifications shall apply.

**Emergency Contact Person:**

In accordance with Section 107-05 C of the Standard Specifications, the Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which (s)he can be reached at any time shall be given to the Engineer and all police agencies in the project area(s). Such person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

**Existing Roads:**

Existing roads used for hauling of materials and equipment shall be kept free from debris, maintained by the Contractor and left in a condition satisfactory to the Engineer. In accordance with Section 107-09 of the Standard Specifications, the Contractor shall be held responsible for any damage to existing roads caused by the operation of his/her equipment and that adequate

repair for such damage shall be required at his/her expense.

**Units of Measurement:**

This contract was prepared using US Customary units of measurement. The Contractor shall immediately notify the Engineer of the discovery of any inadvertent metric units in the contract plans or proposal. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the contract documents.

**Reference Markers:**

Reference markers are small green roadside signs used to mark a particular location along a state highway. These markers consist of a rectangular green shield about eight inches wide by ten inches high with three rows containing up to four characters each. The first row contains the touring route number. The second row contains the region/county numbers and the county order number. The third row contains the control segment number and the first three digits of the end milepoint, expressed in tenths of a mile, for that control segment. Tables and other references in this contract reflect the above designation with distance from the reference marker expressed in feet.

**Survey Operations:**

The Contractor shall complete survey tasks (i.e., station roadway, mark out existing/proposed right-of-way lines, mark out utilities, survey manholes, valves and catch basins requiring adjustment to provide a smooth riding surface and promote proper drainage, etc.) as directed by the Engineer prior to beginning any construction work. Payment for this work will be under Item 625.01. All survey notes for each location shall be submitted to the Engineer.

**Survey Work for Sidewalks and Curb Ramps:**

The Contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of sidewalks and curb ramps meet ADA requirements prior to pouring concrete or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of Item 625.01 - *Survey Operations*.

**Right-of-Way Markers:**

Prior to beginning construction activities, the Contractor shall review with the Engineer the existing right-of-way (ROW) and proposed property acquisitions. At such locations as directed by the Engineer, the Contractor shall install temporary wooden stakes on the existing and/or proposed right-of-way lines, including temporary easements. These temporary stakes shall remain until the permanent right-of-way markers are installed, and shall be reset as soon as practical whenever they are disturbed or destroyed.

The Contractor shall review with the Engineer the right-of-way marker item(s) prior to the installation of permanent right-of-way markers. Permanent ROW markers shall be installed after

the completion of grading and other activities that could result in the disturbance of such markers.

**Drawing Approval:**

All shop, erection, demolition, temporary structure, procedural and other drawings which need NYSDOT approval shall be submitted to the Engineer for distribution to the appropriate approval office. This includes drawings from fabricators and pre-casters.

The Contractor is cautioned not to order equipment and/or materials until the required drawings are approved in writing.

**Use of Restricted Vehicles on Parkways:**

When the operation of commercial or other restricted vehicles on one or more parkways is necessary to fulfill the requirements of this contract, the Contractor shall first apply for and obtain the appropriate Restricted Vehicle Permit(s).

In addition to all other required liability insurance, the Contractor will be required to furnish automobile liability insurance issued to and covering the People of the State of New York with respect to the operation of restricted vehicles on parkways within limits authorized by such permit(s).

For operation of commercial or other restricted vehicles on the Cross County Parkway, Hutchinson River Parkway, Saw Mill River Parkway, Sprain Brook State Parkway and/or Taconic State Parkway, the Contractor shall apply for a Restricted Vehicle Permit at:

New York State Department of Transportation (845)-437-3397  
 4 Burnett Boulevard  
 Poughkeepsie, NY 12603  
 Email: [john.iapoce@dot.ny.gov](mailto:john.iapoce@dot.ny.gov)

For operation of commercial or other restricted vehicles on the Palisades Interstate Parkway, the Contractor shall apply for a Commercial Vehicle Permit at:

Palisades Interstate Parkway Commission (845) 786-2701 ext. 225  
 Administration Building (845) 786-5367 (fax)  
 Bear Mountain, NY 10911

For operation of commercial or other restricted vehicles on the Bronx River Parkway, the Contractor shall apply for a Restricted Vehicle Permit at:

Westchester County Department of Public Works (914) 995-2547  
 Traffic Engineering and Highway Safety  
 148 Martine Avenue, Suite 400B  
 White Plains, NY 10601

**Maintenance Jurisdiction:**

The State will assume responsibility for maintenance of the highway after the acceptance of the contract.

**Maintenance Jurisdiction: Intersecting Roads and Driveways**

Roads or driveways not on the State highway system shall be maintained by the owning agency, municipality, or private individual(s) from the extension of the outside edge of shoulder, or curb line, or back of ditch of the State highway to the limit of work as shown on the contract plans pursuant to Section 10, Subdivision 25, and Section 54-A of the Highway Law.

**Maintenance Jurisdiction: Municipally or Privately Owned Facilities**

All existing sanitary sewers and other sewers not deemed to be part of the project by the Commissioner, water mains, hydrants, and other municipally or privately owned facilities within the limits of the highway right-of-way which remain in service unchanged, and all such facilities relocated or protected as part of the work performed under the project, whether crossing, located within or adjacent to the right-of-way, shall be maintained, as the case may be, by the municipality or by the agency or unit owning or having control and jurisdiction thereof at no expense or cost to the State pursuant to Section 10, Subdivision 24 of the Highway Law.

**SUPERPAVE HOT MIX ASPHALT COURSES**  
**PG BINDER AND MIX DESIGN LEVEL**

The pavement items in this contract are performance-related specifications in which the Contractor is responsible for compacting asphalt concrete pavement courses to meet a specified density range. To successfully compact the pavement to the specified density range, the Contractor must be prepared to select, operate, and control the paving and compaction equipment, to monitor the results, and to make necessary adjustments (without direction from the Engineer) to achieve the specified density results. Written instructions for determining pavement density and core locations are available from the Regional Materials Engineer or the Director, Materials Bureau.

The requirements contained in this note apply to all Section 402, Hot Mix Asphalt (HMA), and Section 404, Warm Mix Asphalt (WMA), items in this contract.

**PG BINDER**

Use polymer or Terminal Blend Crumb Rubber Modified Performance Graded (PG) Binder **64E-22** (Extreme) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R<sub>3.2</sub>:

1. For  $J_{nr3.2} \geq 0.1$ ,  $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For  $J_{nr3.2} < 0.1$ ,  $\%R_{3.2} > 55$

Where:

$R_{3.2}$  is % recovery at 3.2 kPa

$J_{nr3.2}$  is the average non-recoverable creep compliance at 3.2 kPa

When Terminal Blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600  $\mu\text{m}$  sieve as tested in accordance with Section 5.4 of M 332.

The use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures containing limestone, limestone as an aggregate blend component, limestone as a constituent in crushed gravel aggregate, or recycled asphalt pavement (RAP) that includes any limestone. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

#### MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30.0 Million 80 kN ESALs.

Note: The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at pre-construction and pre-paving meetings.

**SPECIAL NOTE****BOLLARDS**

Installation is to be completed in accordance with manufacturer's specifications. Refer to miscellaneous details on drawing number TSD-05 contained in the plans.

All Hardware (including, but not limited to, anchor bolts, screws, washers and nuts) required to install assembly as shown shall be provided by the contractor. Cost of hardware included in bid price for item.

The materials required to satisfactorily furnish a non-security bollard shall be in accordance with the requirements found in this special note.

Sleeve material: 8XXS A53 GRADE B, galvanized

Bollard material: 6" DIAMETER SCH. 80 STAINLESS STEEL

Finish: Powder coated black to match federal color standard number 37030. The cost of powder coating shall be included in the unit price for item 608.73136108.

Foundation: Code J1 (Standard Sheet 680-01). Cost of bollard foundation to be included in item 608.73136108.

Embedment type: Removable – with embedment sleeve

Lighting: Without Light

Outside diameter dimension: 6"

Height: 42"

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

## COORDINATION WITH UTILITIES

All known public and private utility lines within or adjacent to the site of the work, are shown in their existing approximate locations on the contract plans. The contractor is cautioned that these locations are not guaranteed; nor is there a guarantee that all such lines in existence have been shown on the plans.

The contractor shall conduct his operations as to prevent damage to such facilities. He shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage. Notification to the various owners of facilities shall be given in accordance with New York State Industrial Code 753 (effective February 5, 1997).

The contractor shall satisfy himself as to the exact location of utility lines and shall protect and support in a suitable manner at his own expense all underground utilities encountered in his excavating and trenching operations. The contractor shall make good any damage and consequential damages to those utilities caused by his operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the contractor, the work may be done by the respective owning companies and the cost thereof charged against the contractor.

Prior to the commencement of construction, the contractor shall meet with all the known public and private utility companies occupying the work site. The contractor shall, at this meeting, inform the utility companies of his schedule of operations and so coordinate his work with these companies.

The contractor specifically agrees that he has included in his unit prices and lump sum prices bid for the various items of the contract any additional cost of doing the work under this contract because of the fact that he may not have a clear site for the work and because of interference of roadway use by the utilities, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

All utility services will be maintained during construction. In the event the contractor damages an existing utility service, causing the interruption in said service, the contractor shall immediately commence work to restore service and may not cease work until the service is restored. All costs to repair or replace damaged utilities shall be at the expense of the contractor. If the contractor does not make immediate necessary repairs, the respective owning companies or municipal forces may do the work, and the cost thereof charged against the contractor.

The following privately owned public utility companies will impact the State contractor's schedule for the construction of PIN **8812.04, D264286**; Traffic Signal Improvements – City of Kingston, Town of Fishkill, Town of Greenburgh, Town of Hyde Park, Village and Town of Scarsdale. Counties of: Dutchess, Ulster, and Westchester.

- **Central Hudson Gas and Electric Corp.**  
Contact for Signal D-105 electric involvement: Mr. Timothy Taylor at (845) 790-1809.
- **Consolidated Edison Company of New York, Inc.**  
Contact for Signal W-65 and Signal W-225 electric involvement: Mr. Rilwan Durosinmi at (914) 789-6636 or (917) 418-6517, and Mr. Nick Patti at (914) 925-6162.
- **Crown Castle USA**  
Contact: Mr. Dennis Haney at (845) 458-7233.
- **CSC Holdings, LLC**  
Contact: Mr. Jason Curran at (914) 326 1047.
- **Verizon Communications**  
Contact for Signal D-105 telephone work: Mr. Lewis G Fitzgerald at (845) 473-0951.  
Contact for Signal W-65 telephone work: Mr. Robert Schaub at (914) 741-8750.  
Contact for Signal W-225 telephone work: Mr. Steven Marcotrigiano at (914) 821-9783.
- **City of Kingston Water Department**  
Contact for Signal U-8A\_water involvement: Ms. Judith Hansen at (845) 331-0175 ext. 1301.
- **Town of Greenburgh Department of Public Works**  
Contact for Signal W-65 water involvement: Mr. James Meehan at (914) 989-1588.

Upon project award, the Regional Utilities Engineer, State contractor and Project E.I.C. will call for a utility coordination meeting including Central Hudson Gas and Electric Corp., Consolidated Edison Company of New York, Inc., Crown Castle USA, CSC Holdings, LLC, Verizon Communications, the City of Kingston Water Department, and the Town of Greenburgh Department of Public Works.. The purpose of this utility coordination meeting will be to further discuss the time frames, the sequence and specifics of utility pole relocation and/or vertical adjustment of wires on existing utility poles necessary for signal span wire clearance, and the relocation of fire hydrants as indicated in the project plans

The project includes signal work at four (4) intersections which will impact existing overhead utilities and fire hydrants. Overhead facilities on four (4) existing utility poles will be in conflict. It is proposed that the utilities be adjusted/relocated as follows for each of the four intersections.

**Signal D-105 - Rt. 9 at Pine Woods Rd., Town of Hyde Park, Dutchess County**

There is one (1) pole which is in conflict with proposed curb ramp. The pole is as follows:

- Central Hudson 3378, Sta. 13+25, 80' Rt.

This utility pole will be replaced with a forty-five (45) foot pole, relocated approximately 10' to the East along Pine Woods Rd., to opposite side of driveway. CSC Holdings, LLC, Crown Castle, and Verizon will then subsequently transfer their facilities onto the new pole. The exact attachment elevation must be approved by the State contractor and the NYSDOT Traffic Signal Group.

**Signal U-8A - Albany Ave. at Roosevelt Ave., City of Kingston, Ulster County**

There is one (1) City of Kingston Water Department owned fire hydrant which will be in conflict with a proposed pedestrian signal pole. The hydrant is to be relocated as shown on project plans.

**Signal W-65 - Rt. 100 at Rt. 100A and Heartsdale Ave., Town of Greenburgh, Westchester County**

There are two (2) poles which are in conflict with a proposed traffic signal pole, and proposed sidewalk and curb ramps. The poles are as follows:

- Consolidated Edison 77, Sta. 72+10, 40' Rt.
- Consolidated Edison [No Number], Sta. 71+45, 50' Rt.

Pole # Consolidated Edison 77 will be replaced with a taller pole as necessary and relocated approximately 5' N. along Rt. 100 / Central Park Ave. CSC Holdings, LLC, Crown Castle, and Verizon will then subsequently transfer their facilities onto the new pole. The exact attachment elevation must be approved by the State contractor and the NYSDOT Traffic Signal Group. While Pole # Consolidated Edison [No Number], [Sta. 71+45, 50' Rt.] is not in conflict, the pole has several anchor wires which are in conflict. Consolidated Edison, CSC Holdings, LLC, and Verizon to relocate as necessary.

There are two (2) Town of Greenburgh Department of Public Works owned fire hydrants which will be in conflict with proposed sidewalk and curb ramps. The hydrants are to be relocated as shown on project plans.

**Signal W-225 - Rt. 22 at Olmstead Rd., Village / Town of Scarsdale, Westchester County**

There is one (1) pole which is in conflict with proposed curb realignment. The pole is as follows:

- Consolidated Edison W22415, Sta. 72+90, 30' Rt.

Pole # Consolidated Edison W22415 will be replaced with a taller pole as necessary and relocated approximately 2' E. into FEE area, but remaining W. of sidewalk. CSC Holdings, LLC, Crown Castle, and Verizon will then subsequently transfer their facilities onto the new pole. The exact attachment elevation must be approved by the State contractor and the NYSDOT Traffic Signal Group.

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Work associated with designing a new pole layout, setting the new poles and relocating overhead electric facilities will be performed by:

- Central Hudson at the Hyde Park location.  
They will require two (2) weeks notice for the scheduling of electric work, and four (4) weeks to procure materials and to complete all electric relocation
- Consolidated Edison at the Greenburgh and Scarsdale locations:  
They will require two (2) weeks notice for the scheduling of electric work, and six (6) weeks to procure materials and to complete all electric relocation

This time frame begins once:

- The State contractor's surveyor marks out all right-of-way lines, proposed edges of pavement, and other roadside appurtenances including guide rail locations. [Care should be taken not to set new poles within the deflection distance of proposed guide rail installations]
- The pole stake-outs have been approved by the State engineer-in-charge, the State contractor and all utility companies. As part of the pole stake out approval process by all parties, the height of the new poles to be set must also be discussed and agreed upon due to any new traffic signals and any elevation changes proposed for this project.
- Either the grades in the vicinity of the proposed pole locations have been brought up to within six ( 6 ) inches of the final grades or the State contractor provides Central Hudson and Consolidated Edison with proposed ground elevation changes at the stakeout location so that a taller pole may be set. [Note: Severe elevation changes may still prevent the utility company from placing the new poles.]
- Any vegetation and trees impeding the placement of the new poles and overhead facilities is cleared by the State contractor.
- Central Hudson and Consolidated Edison forces are given unimpeded access to the work site to complete their work.

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- **Central Hudson Gas and Electric Corp. – (Hyde Park)**

The "Utility Pole Relocation Table" for the project lists one (1) Central Hudson owned utility pole within the project limits whose facilities will be in conflict with proposed construction activities. Pole: Central Hudson 3378, Sta. 13+25, 80' Rt. located at the intersection of Rt. 9 and Pine Woods Rd. in Hyde Park.

- As stated above, one (1) pole (Central Hudson 3378) will be replaced with a forty-five (45) foot utility pole.

Central Hudson will be responsible for setting all new poles at these locations. They will require two (2) weeks notice for the scheduling of electric work, and four (4) weeks to set the new pole and complete their wire transfers and vertical adjustments once the pole stakeouts are approved by the State contractor and the utility companies and all proposed roadside appurtenances are marked out by the State contractor.

- **Consolidated Edison Company of New York, Inc.** – (Greenburgh and Scarsdale)

The “Utility Pole Relocation Table” for the project lists three (3) Consolidated Edison owned utility poles within the project limits whose facilities will be in conflict with proposed construction activities. Poles: Consolidated Edison 77, Sta. 72+10, 40’ Rt., and Consolidated Edison [No Number] Sta. 71+45, 50’ Rt. located at the intersection of Rt. 100, Rt. 100A, and Heartsdale Ave. in Greenburgh, and Pole: Consolidated Edison W22415, Sta. 72+90, 30’ Rt. located at the intersection of Rt. 22 and Olmstead Rd. in Scarsdale.

- As stated above, two (2) of the poles (Consolidated Edison 77, Consolidated Edison W22415) will need to be relocated / replaced with taller poles as necessary.
- Anchor wires will be removed as necessary from (1) pole, Consolidated Edison [No Number].

Consolidated Edison will be responsible for setting all new poles at these locations. They will require two (2) weeks notice for the scheduling of electric work, and six (6) weeks to set the new poles and complete their wire transfers and vertical adjustments once the pole stakeouts are approved by the State contractor and the utility companies and all proposed roadside appurtenances are marked out by the State contractor.

- **CSC Holdings, LLC.** – (Hyde Park, Greenburgh, and Scarsdale)

CSC Holdings, LLC. has overhead facilities on the utility poles listed in the Utility Pole Relocation Listing. Their plan is to relocate to, and vertically adjust their facilities as necessary on the new taller poles being set by Central Hudson and Consolidated Edison. Once the following companies are complete with their wire transfers and vertical adjustments and CSC Holdings, LLC. has been notified:

- Central Hudson at the Hyde Park location.
- Consolidated Edison at the Greenburgh and Scarsdale locations

CSC Holdings, LLC. will then require:

- two (2) weeks at the Hyde Park site
- two (2) weeks at the Greenburgh site
- two (2) weeks at the Scarsdale site

to transfer and vertically adjust their overhead facilities on the new taller poles.

- **Crown Castle USA** – (Hyde Park, Greenburgh, and Scarsdale)

Crown Castle has overhead facilities on the utility poles listed in the Utility Pole Relocation Listing. Their plan is to relocate to, and vertically adjust their facilities as necessary on the new taller poles being set by Central Hudson and Consolidated Edison. Once CSC Holdings, LLC. are complete with their wire transfers and vertical adjustments and Crown Castle has been notified, Crown Castle will require:

- two (2) weeks at the Hyde Park site
- two (2) weeks at the Greenburgh site
- two (2) weeks at the Scarsdale site

to transfer and vertically adjust their overhead facilities on the new taller poles.

- **Verizon Communications** – (Hyde Park, Greenburgh, and Scarsdale)

Verizon has overhead facilities on the Central Hudson and Consolidated Edison owned utility poles listed in the Utility Pole Relocation Listing. Their plan is to relocate to, and vertically adjust their facilities as necessary on the new taller poles being set by Central Hudson and Consolidated Edison. Once Crown Castle is complete with their wire transfers and vertical adjustments and Verizon has been notified, Verizon will require:

- three (3) weeks at the Hyde Park site
- three (3) weeks at the Greenburgh site
- three (3) weeks at the Scarsdale site

to transfer and vertically adjust their overhead facilities on the new taller poles. Verizon will remove all vacated poles, which is included in the above time frame.

- **City of Kingston Water Department**

The project will require that one (1) existing fire hydrant owned by the City of Kingston Water Department will need to be relocated. In its current location, it is in conflict with a proposed pedestrian signal pole. The State contractor will be responsible for relocating the hydrant in kind as shown on the project plans. As the relocation is being completed in kind, the cost for all work will be borne by the State and included in the State contract. The State contractor will be responsible for coordinating with the City of Kingston Water Department Distribution Manager, supplying all materials and for installing the new, relocated fire hydrants meeting City of Kingston Water Department requirements. All operation of valves and hydrants will be performed by the City of Kingston Water Department. The application for any health department permits or approvals required for the water main work on the project will be completed by the State and signed/submitted by City of Kingston Water Department, as the facilities owner. The State will provide necessary work descriptions and all required attachments for such application including but not limited to construction specifications and professional engineer-stamped plans.

- **Town of Greenburgh Department of Public Works**

The project will require that two (2) existing fire hydrants owned by Town of Greenburgh Department of Public Works will need to be relocated. In their current locations, they are in conflict with proposed sidewalk and curb ramps. The State contractor will be responsible for relocating the two (2) hydrants in kind as shown on the project plans. As the relocations are being completed in kind, the cost for all work will be borne by the State and included in the State contract. The State contractor will be responsible for coordinating with the Town of Greenburgh Department of Public Works, supplying all materials and for installing the new, relocated fire hydrants meeting the Town of Greenburgh Department of Public Works requirements. All operation of valves and hydrants will be performed by the Town of Greenburgh Department of Public Works. The application for any health department permits or approvals required for the water main work on the project will be completed by the State and signed/submitted by Town of Greenburgh Department of Public Works, as the facilities owner. The State will provide necessary work descriptions and all required attachments for such application including but not limited to construction specifications and professional engineer-stamped plans.

**Temporary Lane/Shoulder Closure Restrictions for Major Holidays**

**Temporary Lane Closures:**

It will be necessary to temporarily close travel lanes in order to perform the contract work. The following restrictions shall apply to lane closures:

A. No lane closures shall be permitted without the prior approval of the Engineer-in-Charge (EIC).

B. The State reserves the right to allow work within the contract limits by others along the corridors. In order to minimize inconvenience to the traveling public, any lane closures required within contract limits must be approved by the Surface Transportation Controller (STC). Key corridors are defined as I-684, Taconic State Parkway (TSP), Palisades Interstate Parkway (PIP), Sprain Brook Parkway (SBP), Saw Mill River Parkway (SMRP), Hutchinson River Parkway (HRP), Cross County Parkway (CCP), NYS Rte. 17 (Future I-86), I-84 (Including The Newburgh-Beacon Bridge), I-87 (including The Governor Mario M. Cuomo Bridge), I-287, I-95 and I-90.

The Contractors' attention is directed to the fact they are responsible to forward requests through the EIC to the STC for lane closure approvals. These requests must be submitted to the STC at the email address: [dot.sm.08.stc@dot.ny.gov](mailto:dot.sm.08.stc@dot.ny.gov), a minimum of seven (7) days in advance of scheduled closures. The STC shall respond within four business days of receipt of request. Attention is also directed to the fact that, due to possible traffic control conflicts, approval may or may not be granted for the date(s) requested. Any additional costs, delays or remobilizations associated with the approval process shall be included in the bid price for basic work zone traffic control.

C. No lane closures will be permitted during non-working hours, unless specifically provided elsewhere in the contract.

D. On key corridors as described in item B the required number of lanes by time of day chart in the proposal shall be followed. On all other routes the same number of travel lanes (including turning lanes), as exist prior to this contract, shall be maintained in each direction during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. - Monday to Friday, inclusive.

E. In areas of major shopping malls, the same number of travel lanes (including turning lanes), as exist prior to this contract, shall be maintained in each direction during the hours of 10:00 a.m. To 4:00 p.m. on Saturdays.

F. The time restrictions listed above can be shifted as traffic conditions warrant, and the Contractor shall be aware that the Engineer-in-Charge (EIC) has the authority to order additional time restrictions of up to one hour per work day to the time restrictions listed above if traffic conditions warrant, at no cost to

the State. The Contractor shall not have any delay claims against the State if the EIC orders up to one hour of additional time restrictions per day.

G. The Engineer-in-Charge is authorized to reduce the above time restrictions on the non- key corridors as traffic conditions warrant.

H. The Contractor's attention is directed to the fact that the following holiday work restrictions are applicable to this project. During these holiday periods, the Contractor will not be allowed to perform any work that will be disruptive to traffic, including but not limited to lane closures. Lane closures will not be permitted during the following State recognized holidays:

- |                     |                  |
|---------------------|------------------|
| 1) New Year's Day   | 2) Memorial Day  |
| 3) Independence Day | 4) Labor Day     |
| 5) Thanksgiving Day | 6) Christmas Day |

If the holiday is on a Monday, no lane closures will be permitted from Friday, 6 a.m. (preceding the holiday) to Tuesday, 10 a.m. If the holiday is on a Tuesday, no lane closures will be permitted from Friday, 6 a.m. to Wednesday, 10 a.m. If the holiday is on a Wednesday, no lane closures will be permitted from Tuesday, 6 a.m., to Thursday, 10 a.m. If the holiday is on a Thursday or Friday, no lane closures will be permitted from 6 a.m. the day before the holiday to Monday, 10 a.m. If the holiday is on a weekend day, no lane closures will be permitted from Friday, 6 a.m., to Tuesday, 10 a.m.

I. The Contractor is also advised that the State reserves the right to preclude lane closures during periods of inclement weather, wet or icy pavement, reduced visibility, traffic accidents or any other emergencies. The State may alter any lane closures should traffic conditions or other unforeseen circumstances arise which would adversely affect the traffic flow. The Contractor is also alerted to the fact that incident management or traffic conditions might force his/her construction operation to stop, even during time where such operation would normally be permitted. Ten such occurrences per calendar year should be taken into consideration as a reasonable frequency of such event when bidding this project. The Contractor shall have no claim against the State for any delays or extra costs incurred in complying with these restrictions.

The State may grant a waiver of these restrictions upon a timely receipt of a request for said waiver from the Contractor. A minimum of five working days is required to review the Contractor's request.



**ITEM 201.0700004 - CLEARING AND GRUBBING****DESCRIPTION:**

All provisions for Item 201.07 shall apply.

**MATERIALS:**

None specified

**CONSTRUCTION DETAILS:**

All provisions for Item 201.07 shall apply.

**METHOD OF MEASUREMENT:**

Payment for Clearing and Grubbing will be made at the unit price bid per square yard computed to the nearest one tenth square yard.

**BASIS OF PAYMENT:**

All provisions for Item 201.07 shall apply except that payment will be made under:

<u>Item No.</u>	<u>Description</u>	<u>Pay Unit</u>
201.0700004	Clearing and Grubbing	Square Yard

**ITEM 209.11XX0011 – TEMPORARY CATCH BASIN INSERTS FOR DRAINAGE STRUCTURES**

**DESCRIPTION:**

The work shall consist of furnishing, installing, maintaining, removing and disposing of catch basin inserts for drainage structures at the locations indicated in and in accordance with the contract documents and as directed by the Engineer.

**MATERIALS:**

The following sections of the standard specification shall apply:

Geotextiles 737-01

With the following qualifications:

- the geotextile used shall meet the requirements of Table 737-01G.

The temporary catch basin insert shall be a commercially manufactured system that fits inside a drainage structure and traps sediment transported by runoff.

Flexstorm™  
as manufactured by  
Advanced Drainage Systems  
24137 W. 111<sup>th</sup> Street – Unit A  
Napierville, IL 60564  
1.866.287.8655  
[www.inletfilters.com](http://www.inletfilters.com)

Inlet Pro™  
as manufactured by  
Hanes Geo Components  
815 Buxton Street  
Winston Salem, NC 27101  
1.888.239.4539  
[www.hanesgeo.com](http://www.hanesgeo.com)

Dandy Sack®  
as manufactured by  
Dandy Products, Inc.  
P.O. Box 1980  
Westerville, OH 43086  
1.800.591.2284  
[www.dandyproducts.com](http://www.dandyproducts.com)

Ultra-Drain Guard®, Reusable Model  
as manufactured by  
Ultra Tech International, Inc.  
11542 Davis Creek Court  
Jacksonville, FL 32256  
1.800.764.9563  
[www.spillcontainment.com](http://www.spillcontainment.com)

or equal as approved by the Engineer.

To be approved for use, each temporary catch basin insert for drainage shall have the following features:

- total suspended solids (TSS) removal rate of at least eighty percent (80%) based on visual inspection,
- allow for stormwater event overflow bypass. No product shall be approved unless it includes an overflow mechanism.



**ITEM 209.11XX0011 – TEMPORARY CATCH BASIN INSERTS FOR DRAINAGE STRUCTURES**

- Trash shall be disposed of according to §107-10 E. of the standard specifications.
- If a catch basin insert’s fabric or strap is torn, dispose of the sediment and debris contained within the unit according to this specification and replace the entire unit.
- When the servicing of a catch basin insert results in a non-functioning or poorly-functioning unit, the unit shall be replaced.
- Catch basin inserts shall be removed prior to winter shut down. Re-installation of the unit(s) shall occur prior to ground disturbance or first thaw in the following spring, whichever occurs first, and according to manufacturer’s instructions.

Catch basin inserts shall be removed according to §209-3.01 and disposed of according to §107-10 E. after all soil disturbance areas have been fully stabilized with an established, permanent and approved vegetative cover at a uniform density of eighty percent (80%).

**METHOD OF MEASUREMENT**

The work will be measured as the number of each catch basin insert for drainage structures furnished, installed, maintained, removed and disposed of.

**BASIS OF PAYMENT**

The unit price bid for each catch basin insert for drainage structures furnished, installed, maintained, removed and disposed of shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment will be made under:

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
209.11010011	Temporary Catch Basin Inserts for Drainage Structures – Trash, Sediment and Debris Removal	EA
209.11020011	Temporary Catch Basin Inserts for Drainage Structures – Oil, Hydrocarbons, Trash, Sediment and Debris Removal	EA
209.11030011	Temporary Catch Basin Inserts for Drainage Structures – Oil and Hydrocarbon Absorbent Pouches	EA

**DESCRIPTION:**

All the provisions of Section 304 pertaining to Subbase Course, Type 1 shall apply. The contractor may at their option substitute Subbase Course, Type 2. If Subbase Course, Type 2 is substituted all the provisions of Section 304 pertaining to Subbase Course, Type 2 shall apply.

**ITEM 607.97010007 - ORNAMENTAL ALUMINUM FENCE**

**DESCRIPTION:**

This work shall consist of furnishing and erecting Ornamental Aluminum Fence of the type, size, and locations shown on the plans or as directed by the Engineer.

**MATERIALS:**

Materials shall conform to the requirements specified in the following subsections of Section 700 – Materials and Manufacturing:

Wrought Aluminum	715-04
Stainless Steel Connecting Products	715-16
Aluminum Sign Panels	730-01

The horizontal rails shall be extruded from 6061-T6 alloy conforming to the requirements of ASTM B221M with a minimum ultimate strength of 38,000 lb/sq inch. Pickets and posts shall be extruded from 6061-T6 alloy conforming to the requirements of ASTM B221M with a minimum ultimate strength of 22,000 lb/sq. inch and minimum yield strength of 16,000 lb/sq. inch. All fence material shall be of uniform quality and condition, free from cracks, blowholes, porous places, hard spots, and shrinkage defects.

Anchor bolts and fasteners used in assembly of the fence shall be stainless steel with zinc dichromate coating for enhanced corrosion resistance. All fasteners shall have vandal proof heads and be painted to match the finish of the fence.

Prior to the application of paint, the aluminum fence components shall be prepared following directions included in Section 730-01, Aluminum Sign Panels. The aluminum fence components shall then have a factory electrostatically applied black paint coating. The coating should be barrier type polyester TGIC containing no aluminum.

Portland Cement concrete used for footings shall be Class A or C conforming to the requirements of Section 501, Portland Cement Concrete – General, except that requirements for automated batching shall not apply.

Aluminum placed in contact with concrete shall be coated with paint to reduce the effect of alkali attack.

**CONSTRUCTION DETAILS:**

The Contractor shall submit three (3) copies of catalog cuts or detailed shop drawings to the Engineer for review. Drawings shall show clearly all materials, finishes and connecting and joining methods. No fabrication work shall commence prior to the written approval by the Regional Director.

**ITEM 607.97010007 - ORNAMENTAL ALUMINUM FENCE**

Assembly of the fence components shall be performed in strict accordance with manufacturer's recommendations for installation. All work shall be free of blemishes or defects which can affect durability, strength or appearance.

The Ornamental Aluminum Fence shall be assembled and installed true to line and grade with the posts vertical as shown on the plans or as directed by the Engineer.

Paint shall be applied at the time of manufacture. The finish coat shall be uniformly applied to insure complete coverage of the primer coat.

All posts shall be set plumb and attached to concrete footings as shown on the plans. The top surfaces of the footings shall be domed to shed water and finished smooth to provide a neat appearance when completed.

The Contractor shall protect all parts of the fence and maintain it in an undamaged condition until completion and acceptance of the Contract. Any sections damaged at any time prior to final acceptance shall be repaired or replaced at the Contractor's expense.

**METHOD OF MEASUREMENT:**

The quantity to be paid for Ornamental Aluminum Fence shall be the number of feet measured along the top rail of the fence, exclusive of fence gates, properly furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

**BASIS OF PAYMENT:**

The unit price bid shall include the cost of furnishing all labor, materials, tools, and equipment necessary to satisfactorily complete the work and shall include all necessary clearing, grubbing, excavation and disposal, fill, concrete, and all other necessary materials.

**DESCRIPTION**

Section §608-1 of the Standard Specifications shall apply.

**MATERIALS**

Section §608-2.07 of the Standard Specification shall apply with the following modifications:

Embedded Detectable Warning Units 726-02

All embedded detectable warning units shall be cast iron. No other material will be accepted. Installation of detectable warning units shall be in accordance with manufacturer’s recommendations. All detectable warning units shall have a natural finish color.

**CONSTRUCTION DETAILS**

Cast iron detectable warning units shall be installed in wet concrete as directed by the manufacturer. Follow all applicable manufacturer’s requirements for environmental conditions, surface preparation, installation procedures, curing procedures, and materials compatibility.

**METHOD OF MEASUREMENT**

Section §608-4.07 of the Standard Specifications shall apply.

**BASIS OF PAYMENT**

The unit bid price per square yard shall include all labor, material, and equipment necessary to satisfactorily complete the work, including bedding material. No adjustment shall be made for concrete removed to accommodate embedded units.

Payment will be made under:

<b>Item No.</b>	<b>Item</b>	<b>Pay Unit</b>
608.21000003	Cast Iron Embedded Detectable Warning Units	Square Yard

**ITEM 608.7ABXYN08 – NON-SECURITY BOLLARD****DESCRIPTION**

This work shall consist of furnishing and installing bollards in accordance with the contract documents and as directed by the Engineer.

The bollard(s) furnished and installed under this pay item is identified in a special note entitled “*Bollards*” in the contract documents. Bollard anchoring types include the following:

Fixed – Surface Mounted

Fixed – In-Ground

Removable – with embedment sleeve

Retractable – manual (with embedment sleeve)

Retractable – automatic or semiautomatic (with pneumatic embedment sleeve)

Collapsible/Flexible – mounting as indicated in the contract documents

As specified

**MATERIALS**

Where appropriate, the following sections of the standards specifications shall apply:

Excavation and Embankment	203-2
Portland Cement Concrete	501-2
Wood Preservative – Waterborne	708-31
Epoxy Coated Bar Reinforcement	709-04
Timber and Lumber	713-13
Galvanized Coating and Repair Methods	719-01
Acrylic Plastic Reflectors	730-10

**General**

The materials required to satisfactorily furnish a bollard under this pay item shall be in accordance with the requirements found in the special note entitled, “*Bollards*”. This special note will include information on the bollard material, finishes, mounting/embedment hardware and concrete (if required), including reinforcement. When Collapsible/Flexible bollards are specified, the special note will indicate the mounting/embedment method.

**Galvanization:**

Bolts, nuts and washers shall be galvanized in accordance with the provisions of §719-01 Galvanized Coatings and Repair Methods, Type II.

Sleeves for removable bollards shall be galvanized in accordance with the provisions of §719-01 Galvanized Coatings and Repair Methods, Type I, unless otherwise specified.

Any other galvanization types shall be as specified in the special note.

**ITEM 608.7ABXYN08 – NON-SECURITY BOLLARD****Submittals:**

The Contractor shall submit shop drawings and/or manufacturer's cut sheets/specifications for each unique bollard to be installed using this specification. The following information shall be included:

- Manufacturer's name and address
- Bollard type, name and/or catalog/reference number
- Bollard material and finish,
- Bollard dimensions (including height and outside diameter (OD) or largest width dimension), and
- Bollard anchor details including mounting/embedment type with hardware.

**CONSTRUCTION DETAILS**

The bollard shall be installed according to the installation instructions provided by the manufacturer and/or in accordance with the contract documents.

The construction methods required to satisfactorily install a bollard under this pay item shall be in accordance with the requirements found in the special note entitled, "*Bollards*".

**Submittals:**

The Contractor shall supply shop, installation and detail drawings that describe the construction methods necessary to install the bollard(s). At a minimum, the information shall include:

- drawings of the proposed bollard(s) and hardware
- dimensions,
- materials and finishes
- connection and anchor details, and
- installation details.

**METHOD OF MEASUREMENT**

This work will be measured as the number of each bollard(s) satisfactorily furnished and installed.

**ITEM 608.7ABXYN08 – NON-SECURITY BOLLARD****BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Where:

<i>A = Embedment Type</i>	<i>B = Lighting</i>	<i>X = largest width dimension</i>	<i>Y = Height</i>
<i>1 = Fixed, surface mounted</i>	<i>1 = without light</i>	<i>1 = up to 3"</i>	<i>1 = up to 12"</i>
<i>2 = Fixed, in ground</i>	<i>2 = with light</i>	<i>2 = over 3" – 5"</i>	<i>2 = over 12" to 18"</i>
<i>3 = Removable</i>		<i>3 = over 5" – 7"</i>	<i>3 = over 18" to 24"</i>
<i>4 = Retractable – Manual</i>		<i>4 = over 7" to 9"</i>	<i>4 = over 24" to 30"</i>
<i>5 = Retractable – (Semi) Automatic</i>		<i>5 = over 9 - 11"</i>	<i>5 = over 30" to 36"</i>
<i>6 = Collapsible/Flexible</i>		<i>6 = over 11"</i>	<i>6 = over 36"</i>
<i>7 = As Specified</i>			

And N = a serialization pay item number for each unique bollard type

**ITEM 627.50140008 - CUTTING PAVEMENT****DESCRIPTION:**

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

**MATERIALS:**

None specified.

**CONSTRUCTION DETAILS:**

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

**METHOD OF MEASUREMENT:**

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

**BASIS OF PAYMENT:**

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

**ITEM 662.6000nn08 – FURNISHING ELECTRICAL SERVICE****DESCRIPTION**

Under this item, the Contractor shall pay the Utility, as invoiced by the individual Utility, the amount shown on the invoice in payment for work performed and material installed by the Utility, as specified in the Contract Documents or as ordered by the Engineer to provide electrical service at the location indicated in the Contract documents.

**MATERIALS**

All materials will be furnished by the Utility.

**CONSTRUCTION DETAILS**

The Contractor shall notify the Utility when the contract site is ready for the Utility work, shall insure that the site is readily and safely accessible to the Utility's workers and equipment, and shall conduct his operations in such a manner as to allow the Utility's forces to perform their work efficiently.

All labor and equipment necessary to accomplish the work shall be furnished, installed and supervised by the Utility except that if there is a survey and stakeout item in the Contract, the Contractor shall perform any stakeout of the location to which electrical service is to be supplied before the Utility starts work.

**METHOD OF MEASUREMENT**

The pay item will be measured on a fixed price Dollar Cents pay unit basis.

**BASIS OF PAYMENT**

The pay item is a 'draw down' item. As payments are made to the Utility, the receipts for the payments shall be submitted to the Engineer. The Contractor will be reimbursed for receipted costs of material, labor and equipment plus 5%. The actual payment for the item will be based upon the billing submitted by the Utility for the work performed, with such billing being subject to approval by the Department.

The total cost shown in the itemized proposal for this pay item will be considered the price bid even though payment will be made only for actual invoices paid plus 5%. The unit price amount is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded, and the original price will be used to determine the total amount bid for the contract.

Note – nn equals serialized by location

**ITEM 670.03020008 - REMOVE EXISTING STREET LIGHTING POLE****DESCRIPTION:**

This work shall consist of dismantling and removing all portions of existing street lighting poles as shown on the plans and/or as directed by the Engineer.

**MATERIALS:**

Non specified.

**CONSTRUCTION DETAILS:**

Negotiations with the Utility Company shall be conducted in accordance with Section 670-3.17 of the Standard Specifications.

The contractor shall disconnect existing power leads and remove energy source wiring from the poles.

All abandoned concrete footings shall be cut to a depth of 12 inches below existing ground and replaced with suitable material as directed by the Engineer.

The existing street lighting pole shall be removed in a neat and workmanlike manner to the satisfaction of the Engineer. All parts of the dismantled lighting pole shall become the property of the municipality and shall be removed by the contractor to a site within the contract limits as designated by the Engineer for pickup by the municipality.

**METHOD OF MEASUREMENT:**

This work will be measured as the number of street lighting poles actually removed in accordance with the plans, specifications and directions of the Engineer.

**BASIS OF PAYMENT:**

The unit price bid for each street lighting pole dismantled and removed shall include the cost of dismantling and removing pole, including attachments and luminaire, and of furnishing all labor, tools and equipment necessary to complete the work.

**ITEM 670.03090007 - RELOCATE EXISTING STREET LIGHT ASSEMBLY****DESCRIPTION:**

Under this item the Contractor shall disconnect the existing street light assembly, relocate the existing street light assembly to the new locations indicated on the plans, pour a new footing for the street light assembly and reconnect the street light assembly to the existing electrical service cable.

**MATERIALS:**

Concrete for the new street light footings shall be Class A and meet the requirements of Section 501 - "Portland Cement Concrete" - of the NYS Standard Specifications. The street light shall be anchored to the footing using anchor bolts meeting the requirements of Section 723-60 - "Anchor Bolts" of the NYS Standard Specifications. Conduit shall conform to Section 723-20 - "Metal Steel Conduit, Zinc Coated" of the NYS Standard Specifications.

**CONSTRUCTION DETAILS:**

Removal includes the street light assembly (standards, bracket arms, luminaires, and connecting wires) and footings.

Excavation for the new footings shall conform to the requirements of Section 203 - "Excavation and Embankment" - of the NYS Standard Specifications.

The street light assembly shall be relocated such that damage does not occur to the assembly. Any damage incurred during the relocation shall be repaired at the Contractor's expense to the satisfaction of the E.I.C.

The existing foundation shall be removed and replaced with a pull box and/or steel conduit if required. Excavation and backfill for the foundation removal shall be done in accordance with the appropriate construction details of Section 206 - "Trench, Culvert and Structure Excavation" - of the NYS Standard Specifications.

The contractor shall disconnect any existing power leads, grounding wire and/or conduit from the assembly, taking precautionary measures to prevent the existing pole from toppling. The Contractor shall install a new foundation for light standards, item 670.01XX.

**METHOD OF MEASUREMENT:**

The quantity to be measured under this item shall be the number of existing street light assemblies which have been relocated and reconnected in accordance with the Plans or as directed by the Engineer.

**BASIS OF PAYMENT:**

The unit price bid for this item shall include the cost of furnishing all labor, materials and equipment including excavation and backfill, necessary to complete the work as shown on the Plans or as directed by the Engineer.

Pull boxes, new foundations and conduit if required shall be paid for under their respective items.

**ITEM 670.31010011 - ABANDON EXISTING PULLBOX WITH CLASS A CONCRETE**  
**ITEM 670.31020011 - ABANDON EXISTING PULLBOX WITH CLASS F CONCRETE**  
**ITEM 670.31030011 - ABANDON EXISTING PULLBOX WITH SUITABLE MATERIAL**

**DESCRIPTION**

This work shall consist of abandoning existing pullboxes in accordance with the Contract Documents and as directed by the Engineer.

**MATERIALS**

Fill for abandoned pullboxes shall meet the following requirements:

Class A Concrete	§501
Class F Concrete	§501
Suitable Material	§203

**CONSTRUCTION DETAILS**

The Contractor shall abandon existing pullboxes where indicated in the Contract Documents. The work shall include, but is not be limited to, removing pullbox frame and cover, plugging all conduit holes, and filling pullbox cavities with concrete or suitable material as called for in the pay item. Concrete or suitable material shall be flush with the surrounding area.

Any adjacent pavement courses, subcourses, curbs, sidewalks, lawns, median, etc., removed and/or disturbed by the Contractor's operations shall be replaced and/or restored in kind at no additional cost to the State

**METHOD OF MEASUREMENT**

This work will be measured as the number of existing pullboxes satisfactorily abandoned.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

**ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION**  
**ITEM 680.50500005 - REMOVE POLE FOUNDATION**  
**ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES**  
**ITEM 680.90000005 - RESET POLE**

**DESCRIPTION:**

This work shall consist of modifying, removing, storing and/or disposing, reinstalling, refurbishing or replacing of elements of a traffic signal system in accordance with the contract documents and/or directions of the Engineer.

Where not specifically covered in the contract documents the work shall be in accordance with the latest national, local and industrial standards or codes which are usually applied to such work and the requirements of the maintaining agency.

**MATERIALS:**

When an existing system is to be altered, modified or relocated, the existing material shall be reused in the revised system, removed, salvaged or disposed of as shown in the contract documents, as specified in the special provisions or as directed by the Engineer. When new materials must be provided under the modification work they shall conform to the requirements of Standard Specifications Section 680-2, Materials whenever applicable. Materials not specified in Section 680-2 shall match the existing system as nearly as possible and meet the requirements of the owning agency.

**CONSTRUCTION DETAILS:**

The applicable provisions of Standard Specifications Section 680-3, Construction Details shall be complied with, in addition to the following:

Removing and Salvaging

Care shall be exercised in removing signal and electrical equipment and any appurtenances attached to them so that elements to remain or be salvaged will not be damaged.

The Contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged, destroyed or lost by the Contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found to be missing or unsatisfactory, through no fault of the Contractor, shall be properly replaced by the Contractor, using equipment or material supplied by the owning agency or under other items.

All equipment or materials specified for removal but not intended to be incorporated in the work shall be removed and disposed of as specified in the contract documents.

The owners of appurtenances attached to signal equipment (e.g. street lighting) must be given adequate notification to allow sufficient time for them to remove or maintain their work

Alter Elevation of Pole Foundation or Pull Boxes

When adjustments to existing pole foundations and pull boxes are specified, the poles or frames and covers shall be removed and the foundation (anchor bolts, conduits, ground wires, conductor cables, etc.) or walls reconstructed as required in the contract documents.

**ITEM 680.77XXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.79XXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.50XXX05 - ALTER ELEVATION OF POLE FOUNDATION**  
**ITEM 680.50500005 - REMOVE POLE FOUNDATION**  
**ITEM 680.51XXX05 - ALTER ELEVATION OF PULL BOXES**  
**ITEM 680.90000005 - RESET POLE**

Remove Pole Foundations

Support poles are to be removed in their entirety to permit reuse by the owner. Anchor base poles shall be removed from the foundation and the foundation shall be cut one foot below final grade surface or subgrade, whichever is lower, unless the foundation interferes with the construction and will have to be removed in order to complete the work. Embedded poles shall be removed in their entirety (including all foundation materials from around the pole) unless it is determined by the Engineer that such removal will cause damage to existing underground facilities. If the Engineer orders the Contractor in writing to leave an embedded pole foundation in place, the pole and foundation shall be cut one foot below finished grade or subgrade, whichever is lower.

Holes

All holes resulting from this work shall be backfilled with suitable material and if so specified the disturbed areas restored to match the adjacent surface as approved by the Engineer.

**METHOD OF MEASUREMENT:**

Each

The following items will be measured for payment as the number of each operation completed in accordance with the contract documents to the satisfaction of the Engineer.

680.50XXX05 - Alter Elevation of Pole Foundation  
 680.51XXX05 - Alter Elevation of Pull Boxes  
 680.90000005 – Reset Pole

Foot

The following item will be measured for payment as the number of feet of pole foundation removed measured (to the nearest one half foot) from the top of anchor bolts, for anchor base poles, and the top of concrete, for embedded poles, to the depth of removal.

680.50500005 - Remove Pole Foundation.

Each Location

The quantity for each location includes all the work described in the contract documents for each serialized pay item. The following items will be measured for payment as the number of locations completed in accordance with the contract documents to the satisfaction of the Engineer.

680.77XXX05 - Modify Traffic Signal Installation  
 680.79XXX05 - Remove Traffic Signal Installation

**BASIS OF PAYMENT:**

The requirements of Standard Specifications Section 680-5.01, General shall apply with the following additional provisions:

**ITEM 680.77XXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.79XXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.50XXX05 - ALTER ELEVATION OF POLE FOUNDATION**  
**ITEM 680.50500005 - REMOVE POLE FOUNDATION**  
**ITEM 680.51XXX05 - ALTER ELEVATION OF PULL BOXES**  
**ITEM 680.90000005 - RESET POLE**

Modify Traffic Signal Installation

The unit bid per location shall include all costs for grounding and the repairing or replacing of equipment damaged, destroyed or lost by the Contractor's operations or negligence. Installation of replacement equipment and materials supplied by the owning agency is also included unless provided for under other items.

Progress payments for each location will be made in the following manner:

Sixty-five percent of the bid price of each location modified will be paid after it is completed and ready for testing.

Twenty-five percent of the bid price will be paid after satisfactory completion of all tests required by these specifications, including the function test for ten days of continuous satisfactory operation of the traffic signal system at each location.

The remaining ten percent will be paid when all the traffic signals in the contract are functioning to the satisfaction of the Engineer.

Remove Traffic Signal Installation

The unit price bid for each location removed shall include the cost for removing, storing and/or disposing as indicated in the contract documents.

Progress payments for each location removed will be made in the following manner:

Sixty-five percent will be paid when the elements to be removed are taken down.

Twenty percent will be paid when the elements are disposed of off the job site or salvaged by the owning agency.

The remaining fifteen percent will be paid when the location is restored to the satisfaction of the Engineer.

Alter Elevation of Pull Boxes and Pole Foundations

The unit price bid for each alteration operation as specified in the contract documents shall include all costs for excavation, backfill, removing and/or cutting off concrete, reinforcing or anchor bolts, furnishing and installing concrete, bonding compounds, reinforcing bars, anchor bolt extensions and necessary drilling and grouting, removing, storing or resetting frames and grates and restoration of the site as specified. Removing and resetting poles made necessary by this work shall be paid for under their respective items.

Remove Pole Foundations

The unit price bid per foot of pole foundation removed shall include all costs for excavation and disposal, backfill, removing and/or cutting off reinforcing or anchor bolts and restoring the site if specified in the contract documents.

**ITEM 680.77XXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.79XXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION**  
**ITEM 680.50XXX05 - ALTER ELEVATION OF POLE FOUNDATION**  
**ITEM 680.50500005 - REMOVE POLE FOUNDATION**  
**ITEM 680.51XXX05 - ALTER ELEVATION OF PULL BOXES**  
**ITEM 680.90000005 - RESET POLE**

Reset Pole

The unit price bid for each pole reset shall include the cost for refurbishing, handling, erecting (including signs, push buttons, street lighting and other appurtenances if attached), furnishing anchor bolts (installed under another item) if required, field galvanizing, drag wires, conductor cable connection, grounding and incidental connecting hardware as specified. Removing the pole will be paid for under the item for Remove Traffic Signal Installation.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>PAY UNIT</u>
680.77XXX05	Modify Traffic Signal Installation Location _____	Each Location
680.79XXX05	Remove Traffic Signal Installation Location _____	Each Location
680.50000105	Alter Elevation of Pole Foundations Type 1	Each
680.50000205	Alter Elevation of Pole Foundations Type 2	Each
680.50000305	Alter Elevation of Pole Foundations Type 3	Each
680.50500005	Remove Pole Foundations	Foot
680.51000105	Alter Elevation of Pull Boxes Type 1	Each
680.51000205	Alter Elevation of Pull Boxes Type 2	Each
680.51000305	Alter Elevation of Pull Boxes Type 3	Each
680.90000005	Reset Pole	Each

**ITEM 680.51100010 - CLEAN EXISTING PULLBOX****DESCRIPTION:**

The Contractor shall clean existing pullboxes as indicated on the plans or as directed by the Engineer.

**MATERIALS:**

Not applicable.

**CONSTRUCTION DETAILS:**

Existing pullboxes shall be cleaned to the base of its walls in a workmanlike manner and maintained clean as determined by the Engineer for the duration of the contract.

Existing pullboxes shall be dried by pumping, bailing, hauling or by any other method approved by the Engineer. Drying operations shall not cause soil erosion and shall be performed so as to avoid contamination of other new or existing facilities.

Material removed from the pullboxes shall be disposed of in accordance with provisions of Subsection 203-3.08, Disposal of Surplus Excavated Materials.

The Contractor shall execute care and protect all facilities within the pullboxes and the area adjacent to the work.

The Contractor shall replace in kind, any pullboxes or other facilities damaged by his operations at his own expense.

**METHOD OF MEASUREMENT:**

Cleaning existing pullboxes will be measured by the number of pullboxes actually cleaned and maintained in accordance with the Contract Documents and as directed by the Engineer.

**BASIS OF PAYMENT:**

The unit price bid to clean each existing pullbox shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Payment will be made for only those existing pullboxes designated by the Engineer to be cleaned. Only one payment for each existing pullbox will be made regardless of the number of times it is cleaned. No payments will be made for pullboxes which are installed by the Contractor under this contract. No separate payments will be made for pullboxes damaged by the Contractor's operations.

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**ITEM 680.51111010 - SLIP RESISTANT SURFACE FOR CAST IRON PULL  
BOX COVERS****DESCRIPTION**

This work shall consist of blast cleaning traffic signal pull box (TSPB) covers, coating them with slip resistant material and a bonding agent capable of bonding to cast iron, and reinstalling the TSPB covers in the field as indicated in the table of TSPB covers and where directed by the Engineer.

**MATERIALS**

Contractor shall provide temporary traffic signal pull box covers to replace any covers removed from site for abrasive blast cleaning and applying a bonding agent. Traffic Signal Pullbox Covers are cast iron and approximately 26 inches long, 18 inches wide, and 1.5 inches deep. See table of TSPB covers for exact measurements.

Material for abrasive blast cleaning may be selected by the Contractor.

The bonding agent shall be an epoxy/amine binder or elastomeric polyurethane with a proven history of adhering to cast iron surfaces. The bonding agent shall be capable of holding a slip resistant material securely to the TSPB cover through repeated freeze/thaw cycles. Key physical properties of the bonding agent as follows:

- Ultimate Tensile Strength per ASTM D412 Rubber 2000 – 2200 psi, or D638 Plastics 2500 psi
- Elongation at break point per ASTM D412 Rubber 150%, or D638 Plastics 30% min 54% max

The Aggregate shall be clean, dry, and free from foreign matter. The Aggregate shall exhibit a Skid Resistance of 2 ½” to 2 ¾” as per ASTM E303-93. Aggregate shall not exceed No. 6 sieve size. Bauxite/ Garnet blends or other materials with a high coefficient of friction are acceptable. Aggregate should be in natural colors of grey and buff. The surface coefficient of friction shall not be significantly reduced by repeated wear, use or weathering over time.

**CONSTRUCTION DETAILS**

The Contractor shall exercise care in removing and reinstalling TSPB covers so as not to damage any frames, adjoining pavement or components housed therein. Any component parts of the TSPB damaged by the Contractor shall be repaired or replaced at the Contractor's expense. Section 680-3.01 Equipment List and Drawings applies. The cover stamp “NYS TRAFFIC SIGNAL” or other text, shall remain legible. The TSPB shall remain covered at all times and pedestrians shall be protected from unsafe conditions such as gaps or openings. Temporary cover shall not reduce accessibility.

Existing TSPB covers shall be abrasive blast cleaned to bare metal in accordance with SSPCSP6 by the Contractor. If vacuum-shrouded blasting equipment is used on site, measures shall be taken to ensure that no dust or abrasive escapes during operation. Refer to Section 570-3.07 Class B Containment of the Standard Specifications. The Contractor shall remove all dirt, rust and rust scale, mill scale, and other corrosion producing contaminants. All equipment and compressors used in the cleaning operation shall be equipped with all necessary filters and traps

**ITEM 680.51111010 - SLIP RESISTANT SURFACE FOR CAST IRON PULL  
BOX COVERS**

to prevent moisture, oil, and other contaminants from being deposited on clean surfaces. The Contractor shall abrasive blast clean no more than 4 hrs prior to slip resistant coating application.

If blast cleaning is completed on-site, all residue generated by the cleaning work shall be removed by vacuuming using HEPA filtered vacuums by the Contractor. The Contractor shall remove all debris associated with this work from the TSPB vault after coating operations are complete. A HEPA filter shall be defined as a filter that is at least 99.97% efficient for particles that are 0.3  $\mu$ m in diameter, or larger.

Contractor shall coat TSPB with the bonding agent no more than 4 hrs after abrasive blast cleaning. The bonding agent shall be applied by brush only to the top surface of the cover such that it fits back smoothly in the frame and flush with surrounding pavement. The Contractor shall not coat the sides or bottom of the cover.

The Contractor shall broadcast slip resistant aggregate over the bonding agent immediately after bonding agent application. Coating shall not increase the thickness of the TSPB beyond 3/16" above sidewalk grade. The Contractor shall allow the treatment to cure over 2 hours or according to manufacturer recommendations. Contractor shall remove all excess bonding agent or aggregate on the edges or bottom of the TSPB cover by hand or suction sweeping before installing in the field. The TSPB cover shall fit in the pull box frame as originally manufactured to the satisfaction of the Engineer.

**METHOD OF MEASUREMENT**

This work will be measured as the number pull box covers satisfactorily coated with a slip resistant surface and reinstalled in the field.

**BASIS OF PAYMENT**

The unit price bid for each TSPB cover shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Payment will be made for only those existing TSPB covers designated to be coated. Only one payment for each existing TSPB cover will be made regardless of the number of times it is coated. No separate payments will be made for traffic signal pull boxes or covers damaged by the Contractor's operations.

**ITEM 680.51200208 – REMOVE JUNCTION BOX FOR DETECTOR LOOPS****DESCRIPTION**

This work shall consist of removing existing junction boxes, conduit and wires/cables associated with vehicle detector loops.

**MATERIALS**

Asphalt concrete used to restore the pavement after the junction box, conduit and wires/cables have been removed shall meet the requirements for top course in Section 402 of the Standard Specifications.

Tack coat shall meet the requirements of Section 407 of the Standard Specifications.

**CONSTRUCTION DETAILS**

Under this item, the Contractor shall remove junction boxes for vehicle detector loops at the locations indicated in the plans or as directed by the Engineer.

The Contractor shall remove a junction box by saw cutting the existing pavement 9 inches from the outside edges of the junction box and then removing the existing pavement material to a depth of 6 inches below the existing pavement surface. The dimensions of the saw cuts and excavation may be altered at the direction of, or with the approval of, the Engineer. Material to be removed may consist of asphalt concrete, Portland cement concrete or control low strength backfill or a combination thereof. Each horizontal steel conduit stub within the excavated area shall be removed in its entirety. Steel conduit extending vertically below the junction box shall be cut at the bottom of the excavation, capped or plugged using suitable material approved by the Engineer and abandoned in place. Wires or cables located within the excavated area shall be cut and removed as directed by the Engineer.

The Contractor shall backfill the excavation by applying tack coat to all existing pavement surfaces using approved hand application methods, and installing top course hot mix asphalt concrete in 3" maximum lifts. Asphalt pavement shall be compacted using a mechanical tamper, as directed or approved by the Engineer. Tack coat shall be applied to the surfaces of all pavement lifts before subsequent lifts are placed.

Removal and restoration work at a particular location shall be completed in the same work shift.

Removed junction boxes, conduit, wires/cables and excavated pavement material shall become the property of the Contractor and shall be removed from the site.

**ITEM 680.51200208 – REMOVE JUNCTION BOX FOR DETECTOR LOOPS****METHOD OF MEASUREMENT**

This work will be measured as the number of junction boxes removed.

**BASIS OF PAYMENT**

The unit price bid for each junction box removed shall cover the cost of all labor, materials and equipment needed to saw cut and remove existing pavement, remove junction boxes, steel conduit and wires/cables, apply tack coat and install asphalt pavement to satisfactorily restore the pavement.

**ITEM 680.77000010 - MODIFY TRAFFIC SIGNAL EQUIPMENT**  
**ITEM 680.79000010 - REMOVE TRAFFIC SIGNAL EQUIPMENT**

**DESCRIPTION.**

This work shall consist of modifying existing traffic signal equipment and removing existing traffic signal equipment, in accordance with the plans, specifications, or directions of the Engineer.

**MATERIALS.**

When the existing system is to be modified, the existing material shall be reused in the revised system, removed, salvaged, or disposed of as shown on the plans, as specified in the special provisions, or as directed by the Engineer.

New material required shall conform to the requirements of Subsection 680-2 of the Standard Specifications.

**CONSTRUCTION DETAILS.**

Where shown on the Contract Plans or directed by the Engineer, existing traffic signal equipment shall be either modified or removed and disposed of as specified in the Contract Documents.

The requirements of Subsections 680-3.01, 680-3.03, 680-3.04, 680-3.06, 680-3.07, 680-3.08, 680-3.09, 680-3.10, 680-3.12, 680-3.14, 680-3.16, 680-3.22, 680-3.30, and 680-3.32, as applicable, shall apply.

Care shall be exercised in removing and salvaging electrical equipment so that it will remain in its original form and existing condition wherever possible. The Contractor will be required to replace, at his expense, any traffic signal equipment which is determined by the Engineer to have been damaged or destroyed by reason of the Contractor's operations.

Existing material required to be modified and found to be unsatisfactory by the Engineer shall be replaced by new material and the cost therefor will be paid for as extra work.

**METHOD OF MEASUREMENT.**

The items will be measured for payment on a lump sum basis for the work completed in accordance with the Contract Documents and as directed by the Engineer.

**BASIS OF PAYMENT.**

The lump sum price bid shall include the cost of furnishing all labor, materials, tools, equipment, safety requirements as determined by U.S. Department of Labor's Occupational Safety and Health Standards, and incidentals necessary to complete the work including excavation, backfill, concrete, and restoration of surfaces.

Monthly payments will be made in proportion to the amount of work done under each item as determined by the Engineer.

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**ITEM 680.78020008 - REMOVE EXISTING OVERHEAD TRAFFIC SIGNAL CABLE AND APPURTENANCES****DESCRIPTION:**

Under this item, the contractor shall remove existing overhead traffic signal cable and appurtenances.

**MATERIALS:**

None specified.

**CONSTRUCTION DETAILS:**

Under this item, the contractor shall remove existing overhead traffic signal cable and appurtenances as indicated on the plans or as ordered by the Engineer. Appurtenances shall include messenger wire assemblies, riser assemblies, and miscellaneous wire within traffic signal poles.

Unless otherwise specified on the plan, all removed material will become the property of the contractor and be removed from the site.

**METHOD OF MEASUREMENT:**

This work will be measured as the number of intersections of work completed in accordance with the contract documents and as directed by the Engineer.

**BASIS OF PAYMENT:**

The unit price bid shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.

**ITEM 680.78030008 REMOVE EXISTING TRAFFIC SIGNAL HEADS****DESCRIPTION**

Under this item, the contractor shall remove existing traffic signal heads and hardware from traffic signal span wire assemblies where indicated on the plans or where directed by the Engineer.

**MATERIALS**

None specified.

**CONSTRUCTION DETAILS**

Under this item, the contractor shall remove existing traffic signal heads and hardware in accordance with the contract documents or as ordered by the Engineer. Unless otherwise specified on the contract plans, all material removed under this item will become the property of the contractor and be removed from the site.

**METHOD OF MEASUREMENT**

This item will be measured as the number of traffic signal heads removed regardless of the number of faces involved in accordance with the contract documents and as directed by the Engineer.

**BASIS OF PAYMENT**

The unit bid price for this item shall include the furnishing of all labor, materials and equipment necessary to complete the work.

**ITEM 680.78040008 - REMOVE TRAFFIC SIGNAL SPAN WIRE ASSEMBLY****DESCRIPTION:**

Under this item, the contractor shall remove traffic signal span wire assemblies and miscellaneous wires from traffic signal poles.

**MATERIALS:**

None specified.

**CONSTRUCTION DETAILS:**

Under this item, the contractor shall remove the span wire assembly, all miscellaneous signal wire on the span and all miscellaneous signal wire within or on the traffic signal pole in accordance with the specifications, proposals, plans, and as ordered by the Engineer. Removal of the traffic signal heads will be performed under separate items. Unless otherwise specified on the plans, all material removed under this item will become the property of the contractor and be removed from the site.

**METHOD OF MEASUREMENT:**

This item will be measured as the number of span wire assemblies removed in accordance with the plan, proposal or as directed by the Engineer. Dual span wires shall be counted as one span wire assembly.

**BASIS OF PAYMENT:**

The unit price bid for this item shall include the furnishing of all labor, materials and equipment necessary to complete the work.

**ITEM 680.79470010 - REMOVE 8 FEET PRESSURE PAD ASSEMBLY**  
**ITEM 680.79480010 - REMOVE 6 FEET PRESSURE PAD ASSEMBLY**  
**ITEM 680.79490010 - REMOVE TRAFFIC SIGNAL PULLBOXES**

**DESCRIPTION**

Under this item the contractor shall remove 8 and 6 feet pressure pads and traffic signal pullboxes as ordered by the Engineer.

**MATERIALS**

All materials shall conform to the requirements as stated on the Traffic Signal Detail Sheets.

**CONSTRUCTION DETAILS**

The contractor shall remove and dispose of the pressure pads and pullboxes in accordance with the specifications, plans, and as ordered by the Engineer.

The contractor shall remove the pressure pads and pullboxes located in roadway area by saw cutting the pavement 2 feet from the edge of the existing frame. The entire pressure pad frame and footing and the entire pullbox shall be removed. The contractor shall backfill the excavation to the top of the subgrade in accordance with Section 680-3.09 Excavation.

The contractor shall remove 2 feet pullboxes located in the sidewalk by saw cutting the sidewalk away from the pullbox frame or by breaking the sidewalk at the score lines and removing entire sidewalk flags. The contractor shall backfill the resulting excavation in accordance with Section 680-3.09 Excavation.

**METHOD OF MEASUREMENT**

This work will be measured as the number of pressure pads and pullboxes removed in accordance with the plans, specifications, and orders of the Engineer.

**BASIS OF PAYMENT**

The unit price bid of each pressure pad or pullbox removed shall cover the cost of all labor, excavation, backfill, disposal, material, equipment necessary to complete the work, and replacement of pavement and shoulder courses, subcourses, curbs, sidewalks, lawns and other top surfaces, unless otherwise indicated in the plans or proposal.

The unit price bid shall include the cost of all saw cutting necessary to complete the work.

**ITEM 680.80324515 - INSTALL MICROCOMPUTER CABINET****DESCRIPTION:**

Under this item the contractor shall install Microcomputer Cabinets, which are supplied by the State, at locations shown on the plans or where directed by the Engineer. The State will supply and install the microprocessor, peripheral equipment and software.

**MATERIALS:**

The State will supply the Microcomputer Cabinets to the Contractor to install. The Contractor shall provide conduit nipples, grounding bushing, L. B. fitting and mounting hub for wiring entrance interface panel between the steel pole and the aluminum cabinet base. The wiring entrance interface panel shall be of sufficient size to accommodate a minimum 4" conduit and may be larger if required to accommodate the traffic signal wiring. Cabinet features, dimensions and location of interface panel for field wiring are detailed in the NEW YORK STATE TRANSPORTATION MANAGEMENT EQUIPMENT SPECIFICATIONS.

**CONSTRUCTION DETAILS:**

The requirements of section 680-3 of the Standard Specification shall apply with the following additions:

1. The Contractor's request for delivery of the Microcomputer Cabinets supplied by the State shall be made, in writing, five weeks in advance, to the Engineer. The Microcomputer Cabinets will be delivered to the Contractor at the Regional Signal Shop. The Engineer will advise the Contractor of the location of the Regional Signal Shop. At least one week in advance of delivery, the Contractor shall make an appointment through the Engineer as to the time and date the Microcomputer Cabinets will be available to the contractor.
2. The Contractor shall mount the Microcomputer Cabinet to the steel signal pole as shown on the contract plans, Standard Sheets or as directed by the Engineer.
3. The Contractor shall enlarge the hole for conduit located in the bottom of the Microcomputer Cabinet, if necessary, to accommodate the traffic signal wiring.
4. In unpaved areas, the Contractor shall install a concrete work pad in front of the cabinet door as specified on the Standard Sheets or the plans. The work pad shall meet the requirements of section 608 of the Standard Specifications for concrete sidewalk, and include concrete, fill or excavation and all grading as necessary.
5. The Contractor shall establish ground as shown on the contract plan and further defined in the N.Y.S. Standard Specifications of Construction and Materials. The Contractor shall run number six copper stranded wire from the ground lug connection at the base of the pole to the EARTH ground bus within the Cabinet. The Contractor shall connect the power line common to the minus AC ground bus.
6. The Contractor shall arrange with the utility company and the Engineer to have the power hooked up to the Microcomputer Cabinet(s).
7. The Contractor shall perform all tests listed under Section 680-3.32, Tests, of the N.Y.S. Standard Specifications for Construction and Materials with the exception of the Functional Test, when all of his

**ITEM 680.80324515 - INSTALL MICROCOMPUTER CABINET**

traffic signal installation work on the entire project, has been complete. The State may, at its option, have the Contractor perform the required testing at each individual signal installation location as soon as he completes his signal installation work at that location. The State will assume responsibility for the Functional Test.

8. Within 30 days of the Contractor successfully completing the required testing on his installation work, the State will install the microprocessor, peripheral equipment and software into the Microcomputer Cabinet. The State may, at its option, perform tests on the traffic signal equipment before installing the microprocessor, peripheral equipment and software.

9. Upon completion of the microcomputer installation, the Engineer may, at his option, conduct a functional test of the signal system for a period not to exceed 14 days. During this testing period, the existing signal system may be turned off or on as directed by the Engineer.

**METHOD OF MEASUREMENT:**

This work will be measured as the number of Microcomputer Cabinets installed in accordance with the plans, specifications and directions of the Engineer.

**BASIS OF PAYMENT:**

The unit price for each Microcomputer Cabinet installed shall include the cost of all labor, material, testing and equipment necessary to complete the work.

The concrete work pad, if required, and any necessary fill, excavation or grading, is to be paid for under this item.

Payment for connecting all input and output wiring to the interface panel of the Microprocessor Cabinet shall be included in the bid price for each specific cable item.

**ITEM 680.81230008 - TRAFFIC SIGNAL BRACKET ASSEMBLY-1 WAY MAST ARM MOUNT (CABLE TYPE)****ITEM 680.81240008 - TRAFFIC SIGNAL BRACKET ASSEMBLY-2 WAY MAST ARM MOUNT (CABLE TYPE)****DESCRIPTION:**

This work shall consist of furnishing and installing a 1 way or 2 way traffic signal bracket assembly on traffic signal pole mast arms. The traffic signal bracket assembly shall include a three way adjustment system: up/down, side to side aiming, and tilt aiming.

**MATERIALS:**

All materials used in this work shall meet the requirements of Section 680-2 of the Standard Specifications. The Contractor shall also submit catalog cuts to the Engineer for approval.

**CONSTRUCTION DETAILS:**

The appropriate provisions of Section 680-3 of the Standard Specifications shall apply.

**METHOD OF MEASUREMENT:**

The provisions of Section 680-4.01 of the Standard Specifications shall apply.

**BASIS OF PAYMENT:**

The provisions of Section 680-5.16 of the Standard Specifications shall apply.

**ITEM 680.81310109 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POLE****ITEM 680.81310209 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE****DESCRIPTION**

The APS shall consist of a Central Control Unit (CCU) and Accessible Pedestrian Push Button Stations (PBS). This work shall consist of furnishing and installing a APS in accordance with the Contract Documents or as directed by the Engineer. The System shall meet the functionality requirements of MUTCD 2009-4E.

**MATERIALS**

The Accessible Pedestrian Push Button Station shall be ADA compliant. It shall contain all electronic control equipment, mounting hardware, Audible-Tactile push button and 9 inch by 15 inch informational pedestrian sign mount with bracket assembly-sign face (MUTCD # R10-3E). The Audible-Tactile push button shall be designed to provide both a button with a raised directional vibrating tactile arrow on the button and a variety of audible sounds for different pedestrian signal functions. The unit shall have a weatherproof speaker, and the appropriate informational sign for each location.

The system shall consist of a Control Unit and the Accessible Pedestrian Push Button Station with Pole Mounting Assembly.

**The Systems Specifications**

- Pole Unit Speaker with, microphone shall be located in the PBS, non-visible, environmentally protected housing
- Pole Unit Temperature Range: - 30°F to 165°F
- Pole Unit Push Button: ADA compliant with integrated sign bracket for the MUTCD # R10-3E sign
- Temperature and Humidity requirements- meet NEMA TS 2 Section 2.1
- Voltage Protection requirements - meet NEMA TS 2 Section 2.1
- Mechanical Shock and Vibration requirements - meet NEMA TS 2 Section 2.1
- Transient Suppression requirements – meet IEC 61000-4-4, ICC 61000-4-5
- Electronic Noise requirements – meet FCC Title 47, Part 15, Class A
- Electrical Reliability requirements- meet NEMA TS4 (Applicable Portions of Section 8)
- Enclosure requirements, (PBS) shall meet NEMA 250-Type 4X E, (CCU) shall meet NEMA 250-Type 1

**ITEM 680.81310109 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POLE****ITEM 680.81310209 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE****Audio and System Specifications**

- Volume Control Automatic Adjustment Range: 28dB Max
- Microphone for Ambient Noise:  
Approximate frequency range: 170 Hz to 2.3 kHz
- Button Tone: A brief “tick” confirms each button push
- Audible Locating Tone: 880Hz plus harmonic, 0.1 second duration, 1 second interval. Operates during pedestrian clearance and don’t walk interval.
- LED Operation: The LED lights when the button is pushed and remains lit until the next walk phase.
- LED Luminous Intensity:  
Greater than 1200 mcd, sunlight visible, ultra bright red, viewing angle 160°
- System shall provide the following audible features:
  - A locating tone
  - 5 walk sound choices
  - 3 pedestrian clearance sound choices
  - Direction of travel
  - User programmable informational message
  - Audible sound must emanate from push button
- System shall provide a “Wait” message that plays once the button is activated.

**CONSTRUCTION DETAILS**

The Control Unit shall be mounted in the pedestrian head and powered from the pedestrian head lamp indications. The Pole Mounting Assembly shall be mounted on a pole near the start of the crosswalk. The Pedestrian push button shall be mounted between 3 ft. and 3 ft. 6 in. above an accessible surface and shall face an accessible approach (orientated parallel to the line of pedestrian travel) and within 10 in of adjacent accessible surface, as per Standard Sheets “Sidewalk Curb Ramp Details” and as per Standard Sheet “Pedestrian Signals and Flashing Beacon Installation Details”. All installations shall conform to manufacturers specifications and details required for a complete working Accessible Pedestrian Push Button. Street name shall be programmed, if there is an adjacent push button within 10 feet or as directed by the Engineer.

**METHOD OF MEASUREMENT**

This work will be measured by the number of stations satisfactorily furnished and installed.

**BASIS OF PAYMENT**

The unit price bid for each Accessible Pedestrian Push Button Station installed shall include the cost of all labor, materials, equipment, system programming and testing necessary to complete the work.

**ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE****1.0 DESCRIPTION.**

The purpose of this specification is to provide the minimum performance requirements for a Pedestrian LED Countdown Timer Module to be used in conjunction with Pedestrian Signal Indications. The unit will provide Pedestrians with numerical Pedestrian timing of the Pedestrian Clearance Interval. The unit will be connected in parallel with LED Pedestrian Signal Indications, Hand and Walking Person, and in series with the Model 200 switch packs controlling the LED Pedestrian Signal Indications.

This specification refers to definitions and practices described in “Vehicle Traffic Control Signal Heads” referred to in this document as “VTCSH.” and “Pedestrian Traffic Control Signal Indications”, referred to in this document as “PTCSI”, published in the *Equipment and Materials Standards of the Institute of Transportation Engineers*.

**2.0 MATERIALS.****A. PHYSICAL AND MECHANICAL REQUIREMENTS**

**A.1** The countdown timer shall be designed to fit in the message bearing area of a 12 inch pedestrian traffic signal housing built to the PTCSI Standard.

The unit shall be a single, self-contained device, not requiring on-site assembly for installation into an existing traffic signal housing and not require special tools for installation. The timer module shall fit into Pedestrian Traffic Signal housings that are void of any incandescent lamp components - bulb sockets, gaskets, and reflector - and without the need to modify the housing. The module shall be sealed to provide a weather tight enclosure and an insulating covering for all electrical connections and electronic components. The unit shall fit securely in the housing and shall connect directly to existing electrical connections inside of the housing by means of push on type connectors.

A one piece “U” shaped cross section rubber gasket or other suitable means shall be provided with each module to insure a weather tight fit between the door of the signal housing and the module. The quality of gasketing supplied, and any method used to adhere the gasketing to the module if the gasketing is affixed to the module using adhesive, shall be such that the gasketing and adhesion technique shall not appreciably deteriorate over the life of the module when the module is used in its intended application.

The message bearing surface of the module shall be supplied with two numerical LED displays to display a count from “00” to “99”. These displays shall be a minimum 7 inches high and 3.75 inches wide. The display segments that comprise the numbers shall be approximately 0.5 inches wide and be formed by two or more rows of LED’s.

Materials used for the lens and signal module construction shall conform to ASTM specifications for those materials.

The lens of the LED countdown timer shall be polycarbonate UV stabilized and a minimum of 1/8" thick

Each module shall be identified on the back side with the following:

**ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE**

- Manufacturer's Trade Mark/Name
- Part number as shown in the NYS DOT's Transportation Management Equipment QPL
- Serial number
- Voltage rating
- Power consumption (Watts and Volt-Ampere)
- Each module shall have a sticker stating compliance to FCC Title 47 Subpart B, Section 15 regulations
- An Indication to orient the user to the Top of the Unit (such as an Arrow symbol or the word top)

**A.2** Barcoding. All Modules shall be barcoded using Barcode type 128. Barcodes shall be printed on a quality polyester white label (Black print only) where the print on the label and adhesion of the label to the surface shall be weather, UV and temperature resistant. Size of the label shall be 0.5 inch wide by 1.75 inch long. All barcodes shall be printed entirely on the label and be completely legible. Text of the Barcode Information shall also be legibly printed on the label.

Information on the Barcode shall be separated into the following four parts, but printed continuously on the label in the order shown:

- Model Number - 2 Digits (Assigned Model Number for Pedestrian LED Countdown Timers is CT)
- Manufacturer - 2 Digits. Digits assigned by NYSDOT upon Product Qualification
- Date of Manufacture - 4 Digits. First two digits represents Month of Manufacture, Second two digits represent Year of Manufacture
- Serial Number - minimum 6 digits assigned, maximum 10 digits assigned

An example of the information printed on the barcode for a Pedestrian LED Countdown Timer built to these specifications manufactured in June of 2008 with a serial number of 018356 by a company whose manufacturers' code is XX would be CTXX0608018356.

Barcode labels, meeting the same requirements of the labels above, shall also be placed on the outside of all shipping boxes. Example: Should the shipping box contain six modules, individual barcode labels for all of the six modules inside the box shall be affixed to the outside of the box. The labels shall also be grouped together so that they can be easily and quickly scanned by a barcode reader.

**A.3** The contractor shall provide the barcode ID numbers for all LED's installed. This information shall be provided in the form of an electronic file (Excel Spreadsheet) and summarized by intersection. Barcode IDs will be collected by one of the following methods selected by NYSDOT:

- 1) Scanning the bar codes of each module with a bar code scanner provided by NYSDOT for use on this project only. The information will be downloaded to a spreadsheet.
- 2) Manually entering the bar code IDs of each module into an electronic spreadsheet.

This information shall be provided to the EIC on a weekly basis. The cost for this work shall be included

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in the bid price for various LED modules.

**B. ENVIRONMENTAL REQUIREMENTS**

**B.1** The Countdown Timer signal module shall be rated for use in the ambient temperature range of -40 deg F to +165 deg F. The module shall be sealed to prevent dust and moisture intrusion and to protect all internal LED and electrical components. The module shall be capable of operating at rated voltage in an environment of +74 degrees Centigrade / 85% Relative Humidity for 1000 hours without the formation of internal condensing moisture.

**C. OPTICAL REQUIREMENTS**

**C.1** The measured chromaticity coordinates of the individual led light sources used in the module shall conform to the chromaticity requirements of the Pedestrian “Hand” symbol of the PTCSI standard.

**C.2** The module shall be designed so that when operated over the specified ambient temperature and voltage ranges during the warranty period of the unit, the numeric display shall attract the attention of, and be readable to, a viewer (both day and night) at all distances from 3 m to the full width of the area to be crossed.

**C.3** To minimize luminous degradation over the life of the unit, the individual led light sources used in the unit shall be manufactured using AllInGaP technology or equal.

**C.4** Variations in operating line voltage of between 80 and 135 volts rms shall have minimal effect, less than +/- 10 percent, on the luminous output of the module.

**D. OPERATIONAL REQUIREMENTS**

**D.1** The module will be designed to countdown to zero only the “Clearance” time of the Pedestrian Interval. During the Steady Don’t Walk Indication the display will always be dark.

**D.2** The module, when connected to the appropriate Pedestrian switch pack outputs, shall have an automatic learn mode in order to learn and store the Pedestrian clearance times in its memory and to self-adjust for subsequent changes in Pedestrian Clearance time.

**D.2.1** Following power restoration to the unit after a power outage of greater than two seconds the unit will remain dark for one pedestrian cycle to learn, acquire the current pedestrian clearance timing, replace any values that were stored in memory prior to the power outage with the newly acquired values and display the newly acquired times on the next pedestrian cycle.

**D.2.2** The unit shall detect changes in pedestrian clearance timing during normal operation and act upon them as described below:

**D.2.2.1** The unit will automatically re-program itself should it detect any increase in Pedestrian clearance timing. The increased timing shall be displayed on the subsequent pedestrian cycle.

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**D.2.2.2** The unit will detect any reductions in pedestrian clearance timing (such as those occurring during a traffic Preemption cycle) and display on the subsequent pedestrian cycle the timing stored in its memory prior to the shortened pedestrian cycle.

**D.2.2.3** The unit will re-program itself should it detect two consecutive identical shortened pedestrian clearance cycles and display this timing on the next pedestrian cycle.

**D.3** The unit shall be designed to suspend any timing and go dark when, for any reason, the timing of the Ped Clearance cycle is terminated before reaching the “zero” count and the clearance switchpack output reverts to a steady “On” condition.

**D.4** The unit shall be capable of timing consecutive complete Pedestrian cycles outputted by the traffic control system.

**D.5** The unit shall be designed to retain the Pedestrian timing stored in its memory for all power outages of less than one second and to continue timing of the Pedestrian timing if the traffic control system has resumed Pedestrian timing following this duration outage. For outages of between one and two seconds memory may or may not be retained. For all power outages greater than two seconds the unit will resume operation as described in Paragraph 4.2.

**E. ELECTRICAL**

**E.1** All wiring shall meet the requirements of Section 13.02 Wiring of the VTCSH standard. Each wire shall be approximately 1 m long. All wiring shall be rated for use over the temperature range of -40 deg F to +165 deg F. Under normal handling of the module over the specified temperature range, the wiring insulation shall not crack or fray along its entire length. The wires of the module shall be terminated in insulated 0.250 inch female quick disconnect push on terminals.

Units shall be supplied with three colored coded wires as defined below:

Red (Connection to Pedestrian Hand Switch pack output), Brown (Connection to Pedestrian Man Switch pack output) & White (AC Neutral)

**E.2** The module shall operate with 603 Hz AC line voltage ranging from 80 volts to 135 volts rms. The circuitry shall prevent flicker over this voltage range. Rated voltage for all optical and power measurements shall be 1203 volts rms.

**E.3** The on-board circuitry of the module shall include voltage surge protection, to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.8, NEMA Standard TS 2-2003.

**E.4** Each module shall be designed so that the timer and displays do not function when connected to any voltage between 80 and 135 volts rms and in series with an impedance of 15 kohm (either resistive or capacitive) or greater.

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**E.5** The individual LED light sources of the unit shall be wired so that a catastrophic failure of one LED light source will not result in the loss of illumination of more than one display segment.

**E.6** All modules shall contain filtering dedicated to prevent inducing electronic noise into the AC power lines. In addition the module and associated on-board circuitry shall meet the requirements of the Federal Communication Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise by Class A digital devices.

**E.7** All Modules shall be fused. The fuse shall be located before any electronic component used in the module and placed in series with the colored wire of the unit. Should fusing be external to the unit by placing inline fuse holders into the wiring of the unit, the fuse holder shall be installed so that it is between six to ten inches from the housing of the unit. Each individual circuit in the unit shall be fused separately. Fuse selection shall be such that it provides reliable operation for its intended operation.

**E.8** All unit types shall be operationally compatible with the traffic signal equipment that each type is designed and intended to interface with. This equipment includes all controllers, conflict monitors, current monitors, switch packs and flashers and LED Signal Modules currently in use by the New York State Department of Transportation.

**E.9** Power Requirements. The maximum power consumption of each circuit in the unit, when on, shall not exceed 10 Watts at rated voltage.

**F. PERFORMANCE TESTS**

**F.1** Prior to shipment, each module shall be energized (burned-in), for a minimum of 24 hours, at rated voltage, and at a 100 percent on-time duty cycle. This test shall be conducted in an ambient temperature of 60 degrees Centigrade. Any failure of the module occurring during burn-in shall be cause for rejection

**F.2** Each timer module shall be visually inspected for any exterior physical damage or assembly anomalies. Careful attention shall be paid to the surface of the lens to ensure there are no scratches (abrasions), cracks, chips, discoloration, or other defects.

**F.3** Each shipment from the manufacturer shall be furnished with a Certificate of Compliance. The certificate shall certify that the modules comply with the requirements of these specifications. The certificate shall include the signature of the person responsible for certifying the tests. In addition to the certificate, the modules shall be supplied with copies of all applicable test reports.

**G. SAMPLE SUBMISSION**

Low bidder(s) may be required to submit a sample unit. In the event that a sample is required, it shall be provided within ten (10) working days of receipt of the request. Each device submitted shall be accompanied by five copies of the complete circuit schematic for the unit, one standard catalog cut and one manufacturers specification sheet for the individual LED light sources used in the unit.

Documentation shall also be provided describing the techniques used to ensure the units will satisfy the luminous intensity requirements over the life of the warranty. This documentation may include items such as the description of circuitry incorporated in the module needed to meet this requirement or literature from the LED manufacturer describing the expected degradation of luminous intensity of the individual

**ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE**

LED light sources used in the fabrication of the module over the life of the unit and operating temperature range.

**3.0 CONSTRUCTION DETAILS**

The contractor shall install the Pedestrian Count-Down Timer Module in new or existing traffic signal heads as shown on the plans or as ordered by the engineer. Unless otherwise waived, the Contractor shall submit to the Regional Director within 30 days following the award of contract, detailed specifications and catalog cuts of the equipment he proposes to install.

**4.0 METHOD OF MEASUREMENT**

This item will be measured for payment as the number of Pedestrian Count-Down Timer Modules furnished, installed in accordance with the contract documents or as ordered by the Engineer.

**5.0 BASIS OF PAYMENT**

The unit price bid shall include the cost of all labor, material, and equipment necessary to complete the work as shown on the plans, on the standard sheets, or as ordered by the Engineer. The cost of the pedestrian signal heads shall be paid for under their respective items.

**ITEM 680.81990008 - TRAFFIC SIGNAL BACK PLATES WITH YELLOW REFLECTIVE TAPE****DESCRIPTION**

This work shall consist of furnishing and installing TRAFFIC SIGNAL BACKPLATES WITH YELLOW REFLECTIVE TAPE in accordance with the contract documents and as directed by the Engineer.

**MATERIALS**

Back plates shall be constructed of a flat sheet aluminum meeting specifications for Section 715-04, Wrought Aluminum and shall have a dull black finish that meet specifications for Section 708-07, Paint for Aluminum Surfaces. Reflective Tape shall meet the specifications for Section 730-05, Reflective Sheeting, ASTM Type I or Type III.

**CONSTRUCTION DETAILS**

Back plates shall be compatible with the signal heads supplied. The back plates shall have appropriate mounting brackets and when mounted shall not obstruct the signal head door openings. The yellow reflective tape shall border the back plate and have a width of 3 inches.

**METHOD OF MEASUREMENT**

This work will be measured as the number of TRAFFIC SIGNAL BACKPLATES WITH YELLOW REFLECTIVE TAPE satisfactorily furnished and installed.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

**DESCRIPTION**

This work shall consist of furnishing and installing BREAKAWAY TRANSFORMER BASES (TRAFFIC) for use with flashing beacon sign assemblies or pedestrian signal related poles in accordance with the contract documents and as directed by the Engineer.

**MATERIALS**

Breakaway Transformer Bases 723-15

**CONSTRUCTION DETAILS**

The contractor shall install BREAKAWAY TRANSFORMER BASES (TRAFFIC) at locations specified in the contract documents as detailed on Standard Sheet 680-10.

**METHOD OF MEASUREMENT**

This work will be measured as the number of BREAKAWAY TRANSFORMER BASES (TRAFFIC) satisfactorily furnished and installed.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

**ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS****ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS****ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND****SIGNS****ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE****ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE****ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION****DESCRIPTION:**

This work shall consist of relocating, removing, storing and/or disposing, refurbishing, or replacing of elements of a pedestrian traffic signal system in accordance with the plans, specifications or as directed by the Engineer.

Where not specifically covered in the contract documents, the work shall be in accordance with the latest national, local and industrial standards or codes which are usually applied to such work, and the requirements of the maintaining agency.

**MATERIALS:**

When an existing system is to be relocated, the existing material shall be reused in the revised system, removed, salvaged, or disposed of as shown on the plans, as specified in the special provisions, or as directed by the Engineer. When new materials must be provided under the modification work, they shall conform to the material requirements of Section 680-2 whenever applicable. Materials not specified in 680-2 shall match the existing system as nearly as possible, and meet the requirements of the owning agency and/or as approved by the Engineer.

**CONSTRUCTION DETAILS:**

The applicable provisions of Subsection 680-3, Construction Details shall be complied with in addition to the following:

Removing and Salvaging

Care shall be exercised in removing signal and electrical equipment and any appurtenances attached to them so that elements to remain or be salvaged will not be damaged.

The contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged, destroyed or lost due to the contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found to be missing or unsatisfactory, through no fault of the contractor, shall be properly replaced by the contractor, using equipment or material supplied by the owning agency or under other items.

**ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS****ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS****ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND****SIGNS****ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE****ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE****ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION**

All equipment or materials specified for removal but not intended to be incorporated in the new or modified system shall be removed from the site and disposed of as specified in the contract documents and/or as directed by the Engineer.

#### Removing Pole Foundations

Pedestrian poles are to be removed in their entirety to permit reuse by the owner. Poles shall be removed from the foundation and the foundation shall be cut 2 ft. below final grade or subgrade, whichever is lower, unless the foundation interferes with the construction and will have to be removed in order to complete the work.

#### Holes

All holes resulting from this work shall be backfilled with suitable material and if so specified the disturbed areas restored to match the adjacent surface as approved by the Engineer.

#### **METHOD OF MEASUREMENT:**

##### Each Unit

The quantity to be paid for under this item(s) will be the number of pedestrian signal system elements actually relocated, removed, stored and/or disposed of as shown on the plans or in the contract documents.

#### **BASIS OF PAYMENT:**

The requirements of Subsection 680-5.01 General shall apply with the following additional provisions:

RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND STORE PEDESTRIAN POLE

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable to nearest pullbox or as shown on plans or as directed by the Engineer, and the repairing or replacing of equipment damaged, destroyed, or lost by the Contractor's operations or negligence. Installation of replacement equipment and materials supplied by the owning agency is also included unless noted for payment under other items.

**ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS**

**ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS**

**ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND**

**SIGNS**

**ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE**

**ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE**

**ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION**

RELOCATE PEDESTRIAN POLE

The unit price for each pole reset shall include the cost for removing the pole from the existing foundation, refurbishing, handling, erecting (including signs, push buttons, and other appurtenances if attached), furnishing anchor bolts (installed under another item) if required, field galvanizing, drag wires, conductor cable connection, grounding and incidental connecting hardware as specified. The cost of the new foundation, including excavation shall be paid for under their respective items

REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable and conduit to nearest pullbox or as shown on plans or as directed by the Engineer

**ITEM 680.90920008 - ELECTRIC METER SOCKET, 200 AMP, SINGLE PHASE,  
240/120 VOLT W/ BYPASS SWITCH FOR SIGNAL  
INSTALLATIONS**

**DESCRIPTION**

The Contractor shall furnish and install electric meter sockets for traffic signal installations with a lever operated bypass switch where shown on the plans or where directed by the Engineer.

**MATERIALS**

All materials shall be approved by the local electrical utility company.

The electric meter socket shall be a 200 ampere, 240/120 volt, 4-terminal, ringless with a lever operated bypass switch, single phase 3 wire, lay-in type with line and load connectors sized for #6 AWG wire gauge.

**CONSTRUCTION DETAILS**

The meter box assembly shall be installed in-line with the service entrance, positioned and mounted according to the utility specifications, and properly grounded.

All work shall be done in a manner satisfactory to the Engineer-In-Charge and the utility company.

**METHOD OF MEASUREMENT**

This work will be measured as the number of meter box installations made in accordance with the plans and accepted by the Engineer-In-Charge.

**BASIS OF PAYMENT**

The unit price bid for this item shall include the cost of furnishing all labor, material and equipment necessary to complete the work.

**ITEM 680.94000008 - TRAFFIC SIGNAL SERVICE ENTRANCE****DESCRIPTION**

This work shall consist of installing an overhead or underground service entrance conduit to the traffic signal controller cabinet in accordance with the contract documents and as directed by the Engineer.

**MATERIALS**

Metal Steel Conduit, Zinc Coated	723-20
Galvanized Coatings and Repair Methods	719-01

The electric meter pan, if required, shall be in compliance with the requirements of the utility company providing power service.

**CONSTRUCTION DETAILS**

All requirements of Section 680-3 CONSTRUCTION DETAILS shall apply including the following:

The contractor shall install traffic signal service conduit for either overhead or underground service connection in accordance with the contract documents and as directed by the Engineer.

Certification for electrical service may require underwriter's inspection.

**METHOD OF MEASUREMENT**

This work will be measured as the number of TRAFFIC SIGNAL SERVICE ENTRANCES satisfactorily installed.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

**128**

**D264286**

**ITEM 680.94997008 – FURNISH AND INSTALL ELECTRICAL  
DISCONNECT/GENERATOR TRANSFER SWITCH**

**DESCRIPTION**

Under this item, the Contractor shall furnish and install a electrical disconnect/generator transfer switch as shown on the contract documents, or the standard sheets or as directed by the Engineer.

**MATERIALS**

The Contractor shall furnish a electrical disconnect/generator transfer switch from a manufacture listed on the current New York State Department of Transportation Traffic Signal Laboratory's Qualified Product List.

**CONSTRUCTION DETAILS**

The electrical disconnect/generator transfer switch shall be attached to the pole or cabinet as shown on the contract documents or the standard sheet or as directed by the Engineer.

**METHOD OF MEASUREMENT**

This item will be measured for payment as the number of electrical disconnects/generator transfer switches furnished installed and accepted by the Engineer-in-Charge.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of all labor, material and equipment necessary to complete the work as shown on the contract documents, on the standard sheets, or as directed by the Engineer.

**ITEM 680.95010415 - SERVICE CABLE 1 CONDUCTOR, NO. 04 AWG**  
**ITEM 680.95010615 - SERVICE CABLE 1 CONDUCTOR, NO. 06 AWG**  
**ITEM 680.95010815 - SERVICE CABLE 1 CONDUCTOR, NO. 08 AWG**  
**ITEM 680.95011015 - SERVICE CABLE 1 CONDUCTOR, NO. 10 AWG**  
**ITEM 680.95020415 - SERVICE CABLE 2 CONDUCTOR, NO. 04 AWG**  
**ITEM 680.95020615 - SERVICE CABLE 2 CONDUCTOR, NO. 06 AWG**  
**ITEM 680.95020815 - SERVICE CABLE 2 CONDUCTOR, NO. 08 AWG**  
**ITEM 680.95021015 - SERVICE CABLE 2 CONDUCTOR, NO. 10 AWG**

**Description.** Under this item the Contractor shall furnish and install in a raceway or conduit service entrance cable which is suitable for wet or dry locations at the location indicated on the plans and as directed by the Engineer. This cable will transmit current from the power source to the signal controller cabinet.

**Material.** The cable shall conform to the requirements for service entrance cable of the National Electrical Code and be Underwriters Laboratory approved. The cable shall be rated for 600 volt service and the conductors shall be stranded copper wire or as specified in the contract documents.

**Construction Details.** Service cable shall be installed in accordance with Details: the contract documents and as directed by the Engineer. A sufficient length of cable, not less than 24 inches, shall be left at the end of the run to allow for the tap to be made by the utility company at the power source entrance. The Contractor shall make all connections at the fused disconnect and the ground bar in the signal controller cabinet.

**Method of Measurement.** Service cable will be measured as the number of linear feet actually installed in accordance with the contract documents or as directed by the engineer.

**Basis Of Payment.** The unit price bid per linear foot shall include the cost of all materials, labor, connections, incidental fittings, equipment, tools, and all necessary tests to complete the installation.

**ITEM 680.99020010 - REMOVE STEEL ANCHOR BASE TRAFFIC SIGNAL POLE****DESCRIPTION**

Under this item the Contractor shall remove steel anchor base traffic signal poles as ordered by the Engineer.

**MATERIALS**

None specified.

**CONSTRUCTION DETAILS**

The Contractor shall remove the steel anchor base traffic signal pole and store it on the contract site for pickup by State forces in accordance with the specifications, plans and as ordered by the Engineer. The Contractor shall chip away the pole foundation to a point 18 inches below the finished grade and remove all protruding anchor bolts or reinforcing material. The Contractor shall backfill the excavation in accordance with §680-3.09, Excavation. Restoration of surface area to match existing surrounding conditions is to be performed under other contract items.

**METHOD OF MEASUREMENT**

The quantity will be measured as the number of anchor base steel poles removed in accordance with the plans, specifications and orders of the Engineer.

**BASIS OF PAYMENT**

The unit price bid of each anchor base steel pole removed shall cover the cost of all labor, excavation, backfill, transportation, material and equipment necessary, exclusive of restoration.

**ITEM 680.99030010 - REMOVE STEEL EMBEDDED TRAFFIC SIGNAL POLE****DESCRIPTION:**

Under this item the Contractor shall remove steel embedded traffic signal poles as ordered by the Engineer.

**MATERIALS:**

Concrete shall meet the requirements of Section 680-2.02 and shall be Class A.

**CONSTRUCTION DETAILS:**

The Contractor shall remove and dispose of the steel embedded traffic signal poles in accordance with the specifications, plans and as ordered by the Engineer. The Contractor shall chip away the pole foundation to a point 18 inches below the finished grade and cut the pole off at that point. The Contractor shall backfill the base of the pole remaining in the ground with Class A concrete and backfill the remaining portion of the excavation in accordance with Section 680-3.09. Restoration of the surface area to match existing surrounding conditions is to be performed under other contract items.

**METHOD OF MEASUREMENT:**

The quantity will be measured as the number of embedded steel traffic signal poles removed in accordance with the plans, specifications and orders of the Engineer.

**BASIS OF PAYMENT:**

The unit price bid of each embedded steel traffic signal pole removed shall cover the cost of disposal and all labor, excavation, suitable backfill, Class A concrete, material and equipment necessary exclusive of restoration.

**ITEM 680.99060010 - REMOVE GROUND MOUNTED SIGNAL CONTROL CABINET****DESCRIPTION:**

Under this item the contractor shall remove ground mounted signal control cabinets as ordered by the Engineer.

**MATERIALS:**

Not specified.

**CONSTRUCTION DETAILS:**

The contractor shall remove the ground mounted signal control cabinet and foundation in accordance with the specifications, plans, and as ordered by the Engineer. The contractor shall remove, tag and store all control equipment for pick up by State forces prior to the removal of the cabinet. The cabinet shall also be tagged and stored at a protected location for pick-up by State forces.

The contractor shall totally remove and dispose of the cabinet foundation. The resulting excavation shall be backfilled in accordance with Section 680-3.09. Restoration of the surface area to match existing surrounding conditions is to be performed under other contract items.

**METHOD OF MEASUREMENT:**

The quantity shall be measured as the number of ground mounted signal control cabinets removed in accordance with the plans, specifications and orders of the Engineer.

**BASIS OF PAYMENT:**

The unit price bid of each mounted signal control cabinet removed shall cover the cost of all labor, material, excavation backfill and equipment necessary, exclusive of restoration.

**ITEM 683.08020104 – 3G/4G LTE GATEWAY MODEM WITH ANTENNA****DESCRIPTION**

Under this item the Contractor shall furnish and install a 3G/4G LTE/GPS gateway modem at the location(s) specified in the contract documents or as shown on the plans.

Each unit shall include an externally mounted antenna that can be installed on the exterior of a cabinet or pole as shown in the contract documents. Unless otherwise specified, or as directed by the Engineer, the antenna shall be mechanically bolted to prevent unauthorized removal and sealed to prevent water from entering the cabinet. Each external antenna shall be compatible with 4G LTE, 3G, and 2G cellular frequencies and include two integrated high gain MIMO cellular/4G antennas with a GPS connector in a single weather tight unit. The connector style shall be matched to the cellular modem provided.

The Contractor shall provide the Engineer all appropriate information necessary to provision the modem with any of the carriers listed below so that NYSDOT can activate the modem(s). NYSDOT will supply SIM cards where applicable.

**MATERIALS****General:**

The modem and antenna shall be ruggedized and suitable for outdoor use, capable of operating under a variety of power options including solar applications. In locations where solar is the primary power source the modem shall be capable of monitoring the voltage and powering down as needed to conserve battery life.

**Operating Requirements:****Power:**

- Input Voltage: 7 to 36 VDC
- LTE Idle Power: 900 mW (75 mA @ 12 VDC)
- Standby Mode Power: 53 mW (4.4 mA @ 12 VDC) triggered on low voltage, I/O or periodic timer
- Low voltage disconnect to prevent battery drain (for solar applications)
- Configurable I/O pin on power connector
- Digital Input ON Voltage: 2.7 to 36 VDC
- Analog Input: 0.5-36 VDC

**Environmental:**

- Operating Temperature: -22°F to +158°F
- Storage Temperature: --40°F to +185°F
- Humidity: 90% RH @ 60°C
- Military Spec MIL-STD-810G conformance to shock, vibration, thermal shock, and humidity
- IP64 rated ingress protection
- Hazardous Environments: Class 1 Div 2

**Cellular WAN:**

**ITEM 683.08020104 – 3G/4G LTE GATEWAY MODEM WITH ANTENNA**

- Supported Carriers: Verizon, AT&T, Sprint, T-Mobile USA, US Cellular, Rogers, Bell, Telus
- Supported Frequency Bands LTE: 1900(B2), AWS(B4), 850(B5), 700(B13), 700(B17), 1900(B25)
- WCDMA: 2100(B1), 1900(B2), AWS(B4), 850(B5), 900(B8)
- EV-DO/CDMA: 800(BC0), 1900(BC1), 1700(BC10)
- GSM/GPRS/EDGE: Quad-band
- Dual SIM Interfaces (2FF)

**Data Interfaces:**

- 10/100/1000 Ethernet (RJ45)
- RS-232 serial port (DB-9)
- USB 2.0 Micro-B Connector
- 3 SMA antenna connectors (primary, diversity, GPS)
- Active GPS antenna support

**LAN/Security Features:**

- Network Address Translation (NAT)
- Port Forwarding with Host Port Routing
- NEMO/DMNR
- VRRP
- Dynamic DNS
- VPN IPsec, GRE, and OpenVPN Client
- Split Tunnel
- Multiple Subnets
- DNS, DNS Proxy
- DHCP Server
- IP Passthrough
- VLAN
- PPPoE
- Remote Authentication (LDAP, RADIUS, TACACS+)
- DMZ
- Inbound/Outbound Port filtering and MAC Address Filtering

**External Antenna:**

- Dual 3G/4G MIMO internal antenna's with integrated GPS
- Low profile with threaded bolt and gasket for external mounting
- Frequencies: Cellular/LTE = 824-896 MHz; 1850-1995 MHz; 698-798 MHz; 1710-1770 MHz; 2110-2170 MHz; 2570-2620 MHz
- GPS = 1575.42 MHz
- VSWR: 1.5:1 or less at resonant point
- Gain: 698-896 MHz: 3 dBi; 1710-2620 MHz: 4 dBi
- Radiation Pattern: OMNI Directional
- Polarization: Vertical

**ITEM 683.08020104 – 3G/4G LTE GATEWAY MODEM WITH ANTENNA****CONSTRUCTION DETAILS**

Once a unit has been completely installed it shall be the Contractors responsibility to make sure each antenna has been oriented to maximize the available signal. After the modem has been provisioned NYSDOT shall test each modem remotely for communications prior to acceptance. Any adjustments to the antenna that may be necessary to improve signal strength after the unit has been installed shall be done so by the Contractor at no additional cost to the State.

**METHOD OF MEASUREMENT**

This work will be measured as the number of EACH cellular modem with antenna that is satisfactorily furnished and installed.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.

**ITEM 698.93940008 - INCENTIVE PAYMENTS/DISINCENTIVE ASSESSMENTS FOR WORK  
SUBJECT TO THE SPECIAL NOTE "INCENTIVE/DISINCENTIVE CLAUSE"**

**DESCRIPTION.** There is no physical work to be accomplished under this item. This item will enable the Department to make incentive payments to (or disincentive assessments against) the Contractor for early substantial completion (or late completion) of work included in the special note titled "Incentive/Disincentive Clause" based on the time or times specified in that special note.

**MATERIALS.** None specified.

**CONSTRUCTION DETAILS.** There are no construction details for this item.

**METHOD OF MEASUREMENT.** The method of measurement shall be lump sum. Actual payments-incentive (or deductions-disincentive) made under this item shall be as stated below.

**BASIS OF PAYMENT.** The amount set forth in the proposal is a fixed price for all bidders. Any bid, other than the specified amount shown in the itemized proposal, will be adjusted by the Department to the fixed price.

The actual lump sum payment-incentive will be made for each calendar day the ID work is completed prior to the Incentive Milestone date. The maximum number of days for the incentive payment and the daily cost for the incentive is shown in the Special Note Description of I/D Work. The actual lump sum deduction-disincentive will be made for each calendar day the I/D work is not completed after the Disincentive Milestone date. The disincentive daily cost is shown in the Special Note Description of the I/D work.



"General Decision Number: NY20200007 08/28/2020

Superseded General Decision Number: NY20190007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	02/07/2020
2	02/28/2020
3	04/03/2020
4	05/01/2020
5	06/12/2020
6	07/03/2020

10/7/2020

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7 07/31/2020  
8 08/28/2020

ASBE0040-003 05/01/2019

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....		
	\$ 36.04	21.92
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....		
	\$ 36.04	21.92

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ASBE0091-002 05/27/2019

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....		
	\$ 42.62	40.85
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....		
	\$ 42.62	40.85

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BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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 BRNY0005-001 06/01/2019

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION)		
DUTCHESS, ORANGE		
(Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.09	34.50
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.59	34.50
BRICKLAYER (HEAVY CONSTRUCTION)		
DUTCHESS, ORANGE		
(Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 41.31	33.94
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.59	34.50
BRICKLAYER (HIGHWAY CONSTRUCTION)		
DUTCHESS, ORANGE		
(Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.59	34.50

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CARP0279-005 07/01/2019

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....	\$ 38.09	29.08
HEAVY & HIGHWAY CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....	\$ 38.09	29.08

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CARP0740-002 07/01/2020

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 44.25	39.91

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CARP1556-005 07/01/2020

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Diver Tender.....	\$ 50.34	51.79
Diver.....	\$ 70.80	51.79
Dock Builder & Piledrivermen....	\$ 55.93	51.79

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ELEC0363-001 04/01/2020

	Rates	Fringes
ELECTRICIAN		
DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....		
	\$ 42.00	3%+32.36+a
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....		
	\$ 46.00	3%+32.36+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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ELEC1249-002 05/06/2019

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 27.77	6.75%+24.15
Groundman (Digging Machine Operator).....	\$ 41.65	6.75%+24.15
Groundman (Truck Driver)....	\$ 37.02	6.75%+24.15
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 37.02	6.75%+24.15
Lineman and Technician.....	\$ 46.28	6.75%+24.15
Mechanic.....	\$ 37.02	6.75%+24.15

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

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ELEC1249-004 05/06/2019

	Rates	Fringes
ELECTRICIAN (Line Construction) Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 31.23	6.75%+24.15
Groundman digging machine		

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operator.....	\$ 46.85	6.75%+24.15
Groundman truck driver (tractor trailer unit).....	\$ 41.64	6.75%+24.15
Groundman Truck driver.....	\$ 41.64	6.75%+24.15
Lineman and Technician.....	\$ 52.05	6.75%+24.15
Mechanic.....	\$ 41.64	6.75%+24.15
Substation:		
Cable Splicer.....	\$ 57.26	6.75%+24.15
Flagman.....	\$ 31.23	6.75%+24.15
Ground man truck driver....	\$ 41.64	6.75%+24.15
Groundman digging machine operator.....	\$ 46.85	6.75%+24.15
Groundman truck driver (tractor trailer unit).....	\$ 41.64	6.75%+24.15
Lineman & Technician.....	\$ 52.05	6.75%+24.15
Mechanic.....	\$ 41.64	6.75%+24.15
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 58.71	6.75%+24.15
Flagman.....	\$ 32.02	6.75%+24.15
Groundman Digging Machine Operator.....	\$ 48.03	6.75%+24.15
Groundman Truck Driver (tractor-trailer unit).....	\$ 42.70	6.75%+24.15
Groundman Truck Driver.....	\$ 42.70	6.75%+24.15
Lineman & Technician.....	\$ 53.37	6.75%+24.15
Mechanic.....	\$ 42.70	6.75%+24.15

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New

York State, provided the employee works two days before or two days after the holiday.

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ELEC1249-005 05/06/2019

SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 27.00	6.75%+24.15
Groundman (Digging Machine Operator).....	\$ 40.50	6.75%+24.15
Groundman (Truck Driver)....	\$ 36.00	6.75%+24.15
Groundman Truck Driver (tractor trailer unit).....	\$ 36.00	6.75%+24.15
Lineman & Technician.....	\$ 45.00	6.75%+24.15
Mechanic.....	\$ 36.00	6.75%+24.15

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

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ELEC1249-008 01/01/2019

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 32.78	3%+4.93
Groundman.....	\$ 16.49	3%+4.93
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 31.12	3%+4.93

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Tree Trimmer.....\$ 25.79 3%+9.98+a

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0138-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 60.49 34.765+a+b

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0106-004 07/01/2018

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

Rates Fringes

Power Equipment Operator HEAVY & HIGHWAY

GROUP 1.....	\$ 43.47	26.05+a
GROUP 2.....	\$ 42.56	26.05+a
GROUP 3.....	\$ 39.99	26.05+a
GROUP 4.....	\$ 47.47	26.05+a
GROUP 5.....	\$ 46.47	26.05+a
GROUP 6.....	\$ 45.47	26.05+a
GROUP 7.....	\$ 45.08	26.05+a

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver,

Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill

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Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

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ENGI0106-008 07/01/2018

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 43.79	25.70+a
1.....	\$ 45.04	25.70+a
2.....	\$ 46.04	25.70+a
GROUP A.....	\$ 43.30	25.70+a
GROUP B.....	\$ 42.28	25.70+a
GROUP C.....	\$ 39.38	25.70+a

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4"" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

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 ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a
GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a

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GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate  
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day  
Thanksgiving Day, Christmas Day, plus Lincoln's Birthday,  
Washington's Birthday, Good Friday, Columbus Day, November  
Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist;  
crane & hoist engineer-steel (concrete, material, super  
structure sub- structure); derrick (stone-steel); elevator  
& cage; hoist- single/double or triple drum; hoist-portable  
mobile unit; hoist engineer-concert (crane-derrick-mine  
hoist); hoist engineer- material; overhead crane; power  
house plant; telephies (cableway); whirly; maintenance  
engineer; Lull hilift or similar; hydraulic crane 25 ton  
and over; cherry picker 25 tons and over; backhoe Oliver  
88; fordson; dynahoe; dual purpose and similar machines;  
Barber Green Loader-euclid loader or similar type; conway  
or similar mucking macking machines; dragline; gradall;  
shovel; backhoe etc. (crawler or truck); front end loaders;  
hydraulic boom; jersey spreader; lift slab console;  
letournequ or tounapull (scrapers over 20 yds struck);  
mucking machines; pavement breaker (air ram); paver  
(concrete); road boring machine; road mix machines; ross  
carrier and similar machines; post hole digger; shovel  
(tunnels); side boom; spreader (asphalt);  
scoopmobile-tractor-shovel over 1 1/2 yds. trenching  
machines vermeer concrete saw trencher and similar; tractor  
type demolition equipment; winch truck (a frame); hydraulic  
crane over 10 ton up to 25 ton); cherry picker over 10 ton  
up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push  
button buzz box; elevator; mechanic (outside) all types;

welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

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ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

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Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate  
 149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

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 ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

NOTES:

Hazmat Premium	20%
Hydrographic Premium	.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile

Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is ""outside material lower hoist""; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in

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conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintence of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

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ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK		
ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILSTATIC MAINLINES AND		
TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including

Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: ""A"" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Mulptle (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES: Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including

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Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Comgressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers;

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Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Mulptle Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

\* IRON0417-001 07/01/2020

	Rates	Fringes
IRONWORKER.....	\$ 40.48	46.45+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

\* LAB00017-002 06/01/2019

	Rates	Fringes
LABORER DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION) GROUP 1.....	\$ 35.95	27.15

GROUP 2.....\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)	
GROUP 2.....\$ 37.90	27.15+a
GROUP 3.....\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:)	
GROUP 1.....\$ 35.95	27.15
GROUP 2.....\$ 37.75	27.15
GROUP 3.....\$ 40.50	27.15
ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY)	
GROUP 1.....\$ 33.15	27.15+a
GROUP 2.....\$ 37.90	27.15+a
GROUP 3.....\$ 42.15	27.15+a
GROUP 4.....\$ 46.75	27.15+a
TUNNEL, SHAFT & CAISSON WORK	
GROUP 1.....\$ 48.05	29.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link

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fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind durface planner, wagon drill, welding; \* asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

#### BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

#### LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete crub and sidewalk from setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow

removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers

jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier,

sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

#### HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavnine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tigger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

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LAB00235-003 05/01/2016

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine

operators.

GROUP 3: Blasters, Laser beam operator.

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LAB00235-005 05/01/2018

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 24.40	29.75+a
GROUP 2.....	\$ 28.16	29.75+a
GROUP 3.....	\$ 29.16	29.75+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Gunitite and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

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PAIN0009-004 05/01/2019

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 46.05	43.37

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PAIN0155-003 05/01/2018

Rates Fringes

Painters:

Drywall Finishers.....	\$ 32.99	22.76
Lead Abatement Work.....	\$ 32.99	22.76
Painter/Paperhanger.....	\$ 32.99	22.76
Spray Rate.....	\$ 33.99	22.76

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PAIN0806-008 10/01/2018

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

Rates Fringes

PAINTER

Structural steel and Bridge.	\$ 49.50	41.88
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PLUM0021-005 05/01/2018

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

Rates Fringes

PLUMBER/PIPEFITTER.....	\$ 50.84	34.52
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PLUM0373-002 05/01/2019

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

Rates Fringes

Plumber; Steamfitter.....	\$ 46.92	39.72
REFRIGERATION MECHANIC.....	\$ 23.04	11.88

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PLUM0373-003 05/01/2019

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

Rates Fringes

Plumber; Steamfitter.....	\$ 46.92	39.72
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ROOF0008-002 07/01/2019

	Rates	Fringes
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ROOFER.....	\$ 43.50	33.87
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SFNY0669-002 01/02/2020

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 45.52	25.95
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SHEE0038-001 07/01/2020

	Rates	Fringes
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Sheet metal worker.....	\$ 46.92	42.55
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TEAM0445-001 05/01/2019

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 33.25	35.55+a
GROUP 1A.....	\$ 34.39	35.55+a
GROUP 2.....	\$ 32.69	35.55+a
GROUP 3.....	\$ 32.47	35.55+a
GROUP 4.....	\$ 32.36	35.55+a
GROUP 5.....	\$ 32.24	35.55+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

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classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: NY20200017 08/28/2020

Superseded General Decision Number: NY20190017

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), AND HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/07/2020
2	02/28/2020
3	04/10/2020
4	05/01/2020
5	06/12/2020
6	07/03/2020
7	07/31/2020

8

08/28/2020

ASBE0091-003 05/27/2019

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Duties limited to preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials whether they contain asbestos or not from mechanical systems).....	\$ 42.62	40.85
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 42.62	40.85

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BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-003 06/01/2018

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.96	33.38

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BRNY0004-001 07/01/2019

	Rates	Fringes
MARBLE MASON.....	\$ 59.44	36.88

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BRNY0005-006 06/01/2018

HEAVY & HIGHWAY CONSTRUCTION

Rates	Fringes
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BRICKLAYER

Bricklayers, Stone Masons, Cement Masons, Plasterers, Pointers, Caulkers and Cleaner.....	\$ 41.96	33.38
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BRNY0005-007 06/01/2019

BUILDING/RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 42.09	34.50

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BRNY0007-001 01/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 46.20	31.70
TERRAZZO WORKER/SETTER.....	\$ 56.81	36.99

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BRNY0020-001 07/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 47.41	34.64

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BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER MARBLE POLISHERS.....	\$ 40.89	26.69

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BRNY0052-001 12/02/2019

	Rates	Fringes
Tile Layer.....	\$ 59.73	35.37

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BRNY0088-001 12/02/2019

	Rates	Fringes
TILE FINISHER.....	\$ 46.20	31.70

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CARP0279-001 07/01/2019

	Rates	Fringes
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Carpenters:

Building.....	\$ 45.30	30.55
Heavy & Highway.....	\$ 45.30	30.55
Residential.....	\$ 36.23	24.47

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CARP0740-001 07/01/2020

Rates Fringes

MILLWRIGHT.....	\$ 55.70	53.61
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CARP1556-007 07/01/2020

Rates Fringes

Diver Tender.....	\$ 50.34	51.79
Diver.....	\$ 70.80	51.79

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CARP1556-009 07/01/2020

Rates Fringes

Dock Builder & Piledrivermen.....	\$ 55.93	51.79
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CARP1556-011 07/01/2020

Rates Fringes

Carpenters:

TIMBERMEN.....	\$ 51.05	51.24
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CARP2287-001 07/01/2015

Rates Fringes

Carpenters:

Soft Floor Layers.....	\$ 50.50	45.18
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ELEC0003-003 04/28/2016

Rates Fringes

ELECTRICIAN (Teledata Technician).....	\$ 50.75	43.704
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a. \$2.00 per hour not to exceed \$14.00 per day.  
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ELEC1249-001 05/16/2019

Rates Fringes

ELECTRICIAN (LIGHTING AND

10/7/2020

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TRAFFIC SIGNAL WORK Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic monitoring systems and Road Weather Information systems)

Flagman.....	\$ 30.10	6.75%+24.15
Ground Digging Machine Operator.....	\$ 45.14	6.75%+24.15
Ground Truck Driver.....	\$ 40.13	6.75%+24.15
Tractor, Trailer Unit.....	\$ 40.13	6.75%+24.15
Lineman & Technician.....	\$ 50.16	6.75%+24.15
Mechanic.....	\$ 40.13	6.75%+24.15

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, President's Day, Good Friday, Decoration Day, Election Day for the President of the Untied States and Election Day for the Governor of the State of New York provided the employee works two days before and two days after the holiday

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ELEC1249-006 05/06/2019

Rates Fringes

ELECTRICIAN (LINE CONSTRUCTION)

Substation and switching structures pipetype cable, underground fuild and gas filled transmission conduit and cable installation, fiber optic ground wire, fiber optic shield wire or any other like product having ground protection or fiber optic capabilities, maintenance jobs or projects; rail-road catenary installation and maintenance bonding of rails; Overhead & underground distribution work & Maintenance; Overhead and under- ground transmission line work:

Cable Splicer.....	\$ 60.29	6.75%+24.15
Flagman.....	\$ 32.89	6.75%+24.15
Groundman digging machine		

operator.....	\$ 49.33	6.75%+24.15
Groundman truck driver (tractor trailer unit)....	\$ 43.85	6.75%+24.15
Groundman truck driver;....	\$ 43.85	6.75%+24.15
Lineman & Technician.....	\$ 54.81	6.75%+24.15
Mechanic.....	\$ 43.85	6.75%+24.15

PAID HOLIDAYS:

a. New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

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 ELEC1249-009 01/01/2019

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION) TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable Splicer.....	\$ 32.78	3%+4.93
Groundman.....	\$ 16.49	3%+4.93
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 31.12	3%+4.93

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 ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 64.48	36.21+a+b
Modernization and Repair....	\$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit

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on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

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ELEV0138-003 01/01/2020

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.49	34.765+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0137-005 03/06/2017

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A.....	\$ 53.95	28.52+a
GROUP 1-B.....	\$ 49.68	28.52+a
GROUP 2-A.....	\$ 52.03	28.52+a
GROUP 3-A.....	\$ 50.11	28.52+a
GROUP 3-B.....	\$ 47.67	28.52+a
GROUP 4-A.....	\$ 49.60	28.52+a
GROUP 4-B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5-A.....	\$ 56.63	28.52+a
GROUP 5-B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

- NOTES: Hazmat: 20% above regular rate  
Pumping operation Premium .50
- Crane Operators (100-149 ft) 2.00
- Crane Operators (149 ft +) 3.00
- Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hilitft or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant;

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portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

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ENGI0137-006 03/06/2017

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a

GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer;

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machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate  
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

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IRON0040-001 07/01/2019

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 51.45	78.42

-----  
IRON0046-003 07/01/2019

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 44.65	46.67

-----  
IRON0197-001 07/01/2019

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 50.91	54.11

-----  
IRON0580-001 07/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 45.15	55.62

-----  
LABO0060-002 03/31/2019

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 42.17	22.23+a
GROUP 2.....	\$ 40.82	22.23+a
GROUP 3.....	\$ 40.42	22.23+a
GROUP 4.....	\$ 40.07	22.23+a
GROUP 5.....	\$ 39.72	22.23+a
GROUP 6.....	\$ 33.37	22.23+a
GROUP 7.....	\$ 41.72	22.23+a
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 48.15	29.25+a
GROUP 2.....	\$ 50.30	29.25+a
GROUP 4.....	\$ 56.70	29.25+a

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):  
GROUP 1: Blasters.

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GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway (Steel), Asphalt Screedman, Asphalt Raker.

GROUP 3: Asphalt Curb Machine Operator, Jeeper Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pneumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.

GROUP 4: General concrete laborers-anything pertaining to concrete, aggregate or concrete material handling, puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Outside laborers

GROUP 2: Blaster, Concrete and form setters, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators, Puddlers, Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring, Laborers, Powder carriers, signalmen, and Brakemen

GROUP 4: Miners

FOOTNOTE: a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

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LAB00235-001 05/01/2016

BUILDING

	Rates	Fringes
LABORER.....	\$ 33.30	26.25

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LAB00235-002 05/01/2016

RESIDENTIAL

	Rates	Fringes
LABORER.....	\$ 26.80	19.55

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PAIN0009-003 05/01/2019

	Rates	Fringes
PAINTER		
GLAZIERS.....	\$ 46.05	43.37
Painters, Paperhanger, Drywall Finishers & Lead Abatement Worker.....	\$ 45.70	27.67
Spray, Scaffold, Sandblasting.....	\$ 48.70	27.67

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PAIN0806-001 10/01/2018

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 49.50	41.88

-----  
PLUM0021-003 05/01/2018

	Rates	Fringes
Plumber and Steamfitter		
Zone 1.....	\$ 55.66	34.11

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\* ROOF0008-003 07/01/2020

	Rates	Fringes
ROOFER.....	\$ 44.25	34.87

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SFNY0669-002 01/02/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.52	25.95

-----  
SHEE0038-001 07/01/2020

	Rates	Fringes
Sheet metal worker.....	\$ 46.92	42.55

-----  
TEAM0456-001 07/01/2018

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 43.47	29.17+a
GROUP 2.....	\$ 40.72	29.17+a
GROUP 3.....	\$ 41.17	29.17+a
GROUP 4.....	\$ 41.34	29.17+a
GROUP 5.....	\$ 40.72	29.17+a
GROUP 6.....	\$ 41.47	29.17+a
GROUP 7.....	\$ 42.22	29.17+a
GROUP 8.....	\$ 42.59	29.17+a
GROUP 9.....	\$ 42.09	29.17+a
GROUP 10.....	\$ 42.72	29.17+a
GROUP 11.....	\$ 42.47	29.17+a

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

- GROUP 1: Lowboy (carrying equipment)
- GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
- GROUP 3: Fuel and tire trucks.
- GROUP 4: Tractor trailers (all types)
- GROUP 5: 14 Wheeler
- GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
- GROUP 7: Darts.
- GROUP 8: RXS
- GROUP 9: Off Road Equipment (Under 40 Tons): Euclid
- GROUP 10: Off Road Equipment (Over 40 Tons) Euclid, DJB
- GROUP 11: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, President's Day, Decoration Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after 10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3

weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calander year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calander year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute \$.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional \$.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

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(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**STATE PREVAILING WAGE RATES**

The New York State Department of Labor (NYSDOL) has issued a project-specific prevailing wage rate schedule for this Contract. The New York State Labor Law requires the Contractor and all subcontractors to ensure that all workers employed in the performance of a public work contract are paid not less than the prevailing wage rate and supplemental (fringe) benefits in the locality where the work is performed.

The project-specific prevailing wage rate schedule, together with all updates and amendments, is incorporated by reference in this Contract, and made a part hereof, as though fully set forth herein. The schedule may be accessed by visiting the NYSDOL website, navigating to the appropriate web page for prevailing wages, and entering the Prevailing Rate Case Number (PRC#). The PRC# is found on NYSDOL Form PW-200, the following page in this Contract Proposal. The project-specific prevailing wage rate schedule and all wage rate amendments are annexed electronically through the following link:

[www.labor.ny.gov](http://www.labor.ny.gov)

It is the obligation of the Contractor and all subcontractors to obtain all updated prevailing wage rate schedules and to pay all workers in accordance with the periodic wage rate schedule updates issued by the NYSDOL. Any changes or clarifications of labor classifications, and information on the applicability of particular prevailing wage rates, must be obtained from the Office of the Director of the Bureau of Public Work at the New York State Department of Labor.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

NYSDOT
NEIL SERGOTT, DQAB PS&E UNIT
NYSDOT
POD 23
50 WOLF ROAD
ALBANY NY 12232

Schedule Year 2020 through 2021
Date Requested 10/06/2020
PRC# 2020010326

Location Dutchess, Ulster, Westchester
Project ID# D264286
Project Type This project will upgrade sidewalks, sidewalk ramps, curbs and traffic and pedestrian signal equipment at seven (7) existing signalized locations.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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

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

### Introduction

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

### Responsibilities of the Department of Jurisdiction

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

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

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

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

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

### Hours

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

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

### Wages and Supplements

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

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

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

### Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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