

**CORTLAND COUNTY**  
**REQUEST FOR PROPOSAL**  
**FOR**

**Masonry Repairs**  
**Cortland County**  
**Buildings and Grounds**

Any requests and proposals shall be sent to:

Clerk of the Legislature  
Cortland County Office Building  
60 Central Avenue  
3<sup>rd</sup> Floor, Room 312  
Cortland, New York 13045

## **Request for Proposals**

Proposals for Masonry Repairs Cortland County Office Building will be received by the Clerk of the Legislature, Cortland County Office Building, 60 Central Avenue, 3<sup>rd</sup> Floor, Room 312, Cortland, New York 13045 on or before July 1, 2012.

Copies of the Request for Proposals and scope of work may be obtained from Clerk of the Legislature at the above address, or by calling 607-753-5049. The County of Cortland, a tax exempt municipality, reserves the right to reject any and all proposals.

Subsequent to the award, the successful firm will be required to execute a standard Cortland County contract prior to the performance of any work or payment received. The contract will commence on the day of execution and expire at the end of the period stated in contract.

### **BACKGROUND/DESCRIPTION**

Currently, there are masonry repairs to be completed at the Cortland County Office Building located on 60 Central Ave and the Cortland County Court House on 46 Greenbush St. in the City of Cortland. The repairs pertain to various structures located on the exterior of the building and are not limited to stairs, landings and exterior parking.

#### **Pre Proposal Meetings**

Pre-Proposal Meetings will be held at the Project Site, **60 Central Ave.** to review the contract site and requirements. A walkthrough will commence on **June 11, 2012** at **9:00AM** Vendors will meet in front of the Main entry to the County Office Building at **60 Central Ave., Cortland, N.Y.**

#### **Sales Tax**

Vendors should not include in their proposal, sales and compensating use taxes of the State of New York, and of counties or cities, on all materials, equipment and supplies incorporated in this project.

#### **Examination of Contract Documents and Site**

Before submitting a Proposal, Each Vendor must: (a) examine Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress of performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner effect cost, progress or performance of the Work; and (d) study and carefully correlate Vendor's observations with the Proposal Documents.

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### Special Legal Requirements

- A. The Wage Rates as prescribed by the State of New York. The wage scale currently in effect is enclosed at the end of the RFP.
- B. The Request for Proposal may be rejected by the Owner at any time up until the execution of the Contract by the Owner.

### Field Inspection Visit

- A. Vendor shall thoroughly examine Contract Documents and shall thoroughly acquaint himself with the site and with the field conditions affecting the work. Vendor shall verify all dimensions in the field and notify the County Buildings & Grounds Superintendent of discrepancies before starting work.
- B. The Vendor shall take his own field measurements and be responsible for the same.
- C. The Vendor shall verify conditions on the job so that all work will be properly coordinated.

### Changes in Work

Changes of extra work involving adjustment of the Contract Sum shall not be done until issuance of appropriate Proceed Order is signed by the Owner's Designated Agent.

### Safety Precautions and Programs

#### OSHA Requirements

"The Contractor shall perform all work in the contract with due regard to the safety and health of the employees and of the public. The Contractor shall comply with 29 CFR 1926, Safety and Health Regulations for Construction, administered by the Federal Occupational Safety and Health Administration (OSHA) regarding the safety and protection of persons employed in construction and demolition work.

The Contractor shall develop and submit to the County a project specific Health and Safety Plan covering all aspects of demolition and construction operations proposed by the contractor for this project. Said project specific Health and Safety Plan shall address all aspects of 29 CFR 1926 as related to contractor's proposed operations."

Provide adequate barricades, railings, overhead protection, safety nets, etc., to safeguard the public and workmen from debris. Provide proper signs and written notification to all personnel and property owners in immediate and surrounding affected areas, notifying them of duration of construction operations.

Sidewalks and paths shall be protected, kept free of obstructions and maintained in a safe and satisfactory condition.

The Vendor shall provide, erect and maintain barricades, warning signs, flags, lights, as may be necessary to protect the work and safeguard the workmen and the general public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.

**SCOPE OF SERVICES:**

There are six (6) areas identified for repairs as identified on the enclosed Site Plan:

- 1) Cortland County Gym Entrance – Pointing & Caulking
- 2) Cortland County Office Building – Central Ave. sidewalks – Caulking
- 3) Cortland County Office Building - Central Ave. Sidewalk replacement  
City of Cortland Specifications attached
- 4) Cortland County Office Building Center Main Entry – Pointing & Caulking
- 5) Cortland County Court House perimeter walls - Parging
- 6) Cortland County Court House Main entry steps – Pointing & Caulking

***All proposals shall provide an estimate in the appropriate quantity (linear feet, square footage, etc.) of each area to be addressed as well as unit pricing for each to allow the owner to determine extent of each repair to be undertaken.***

All proposals must be accompanied by non-collusive certification, as required by Sec 103-d of the General Municipal Law of the State of New York.

**Sales Tax**

Bidders should not include in their proposal, sales and compensating use taxes of the State of New York, and of counties or cities, on all materials, equipment and supplies incorporated in this project.

**Examination of Contract Documents and Site**

Before submitting a Proposal, Each Vendor must: (a) examine Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress of performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner effect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

### **Bid Security Required?**

***Bid Security shall be made payable to Owner, in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form attached, if a form is prescribed) issued by a Surety meeting the requirements of these specifications.***

### Contract Time

The number of days within which, or the date by which, the Work is to be completed is within 90 calendar days, but no later than November 1, 2012 and will be included in the Agreement.

### Special Legal Requirements

- C. Vendors should not include in their Proposal sales and compensating use taxes on the cost of materials which are to be incorporated into the structure.
- D. The Wage Rates as prescribed by the State of New York. The wage scale currently in effect is enclosed at the end of this section.
- E. The Vendor's proposal may be rejected by the Owner at any time up until the execution of the Contract by the Owner.

### Field Inspection Visit

- D. Contractor shall thoroughly examine Contract Documents and shall thoroughly acquaint himself with the site and with the field conditions affecting the work. Contractor shall verify all dimensions in the field and notify the Architect of discrepancies from Contract Drawings before starting work.
- E. The Contractor shall take his own field measurements and be responsible for the same.
- F. The Contractor shall verify conditions on the job so that all work will properly coordinate with and join any previously constructed work.

### Changes in Work

Changes of extra work involving adjustment of the Contract Sum shall not be done until issuance of appropriate Proceed Order is signed by the Owner's Designated Agent.

### Safety Precautions and Programs

Provide adequate barricades, railings, overhead protection, safety nets, etc., to safeguard the public and workmen from falling debris. Provide proper signs and written notification to all personnel and property owners in immediate and surrounding affected areas, notifying them of duration of construction operations.

Sidewalks and paths shall be protected, kept free of obstructions and maintained in a safe and satisfactory condition.

The contractor shall provide, erect and maintain barricades, warning signs, flags, lights, as may be necessary to protect the work and safeguard the workmen and the general public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.

#### Contractor Use of Premises

- A. General: The building will be occupied by the County. The Contractors are not to interfere with, or disturb, the daily operations of the occupied portion of the building.
- B. Use of Site: Limit use of site to work areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated. Be aware that another contract is in effect & may overlap areas of this contract.

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

#### Project Conditions

##### Mortar Specifications

- A. Portland Cement: ASTM C150, Type I, II, or III.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91, the air content of the mortar specimen shall be not more than 16 percent by volume in lieu of 22 percent. Containers shall bear complete instructions for proportioning and mixing to obtain the required types of mortar.

- D. Sand: ASTM C144.
- E. Water: Clean, potable and free from substances which could adversely affect the mortar.
- F. Mortar Types: ASTM C270, Type S for all masonry work; except where higher compressive strength is indicated on structural drawings. Air content shall be limited to 12 percent.
- G. Pre-Mixed Mortar: ASTM C270, Type S, compressive strength of 1800 psi in 28 days M, compressive strength of 2500 psi in 28 days. Air content shall be limited to 12 percent.
- H. Admixtures: No air-entraining admixtures, anti-freeze compounds or calcium chlorides shall be included in mortar. Where colored mortar is indicated, add pigment to obtain the color indicated. Mortar colors shall consist of inorganic compounds not to exceed 15% of the weight of the cement. Admixtures may be used in mortar to retard curing and provide up to 36 hours of workability, provided the admixture does not adversely affect bonding or compressive strength.

#### Unit Masonry

- A. Surface Preparation: Surfaces on which masonry is to be placed shall be smoothed, clean, and free of foreign substances when mortar is applied.
- B. Mortar Mixing: Measure mortar materials in 1 cu. Ft. containers to maintain control and accuracy of proportions. Do not measure materials with shovels. Mix mortar in a mechanical batch mixer for not less than 3 nor more than 5 minutes after all ingredients are in so as to produce a uniform mixture. Add water gradually as required to produce a workable consistency. Do not load mixer beyond its rated capacity. Keep mortar boxes, pans, and mixer drums clean and free of debris and dried mortar. Retemper mortar which has stiffened because of evaporated by adding water and mixing to obtain a workable consistency. Do not use or retemper mortar which has not been placed in final position within 2-1/2 hours after the initial mixing. Do not use antifreeze compounds, salts, or other substances to lower the freezing point of mortar.
  - 1. Mortar: Mix mortar in accordance with ASTM C270 to obtain type mortar required. Where colored mortars are required, pigments shall be provided as part of prepackaged mortar mix. When masonry cement is used, conform to printed mixing instructions of the masonry cement manufacturer.

2. Grout: ASTM C476. Provide fine grout in grout spaces less than 2 inches in any horizontal dimension or in which clearance between reinforcing and masonry is less than  $\frac{3}{4}$  inch. Provide coarse grout in grout space 2 inch or greater in all horizontal dimensions provided the clearance between reinforcing and masonry is not less than  $\frac{3}{4}$  inch.

### Joint Sealants

This section includes joint sealants for the following locations:

1. Exterior joints in vertical surfaces and horizontal traffic surfaces as indicated below:
  - a. Joints between slabs.
  - b. Joints in granite steps.
  - c. Other joints as indicated.

### System Performance Requirements

Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

### Product Conditions

- A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
  1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturers.
  2. When joint substrates are wet.
- B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

### Materials, General

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

- B. Colors: Provide color of exposed joint sealants to comply with the following:
1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.

#### Elastomeric Joint Sealants

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C 920 and other requirements indicated on each Elastomeric Joint Sealant Data Sheet at end of this section, including those requirements referencing ASTM C 920 classifications for Type, Grade, Class, and Uses.
- B. Products: Subject to compliance with requirements, provide one of the products specified in each Elastomeric Joint Sealant Data Sheet.
- C. One-Part Non-Acid Curing Silicone Sealant: Type S (single component). Grade NS (non-sag), Class 25, Uses P (horizontal paved surface), T (traffic), NS (vertical).
1. Products:
    - a. Dow Corning 888-SL.
    - b. Dow Corning 890-SL.
    - c. Roadsaver Silicone-SL.
    - d. Cold applied SOF-SEAL.

#### Solvent-Release-Curing Joint Sealants

- A. Acrylic Sealant: Manufacturer's standard one-part, non-sag, solvent-release-curing acrylic terpolymer sealant complying with AAMA 808.3 or FS TT-S-00230 or both, with capability when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the following percentage change in joint width existing at time of application and remain adhered to joint substrates indicated for Project without failing cohesively:
1. 12-1/2 percent movement in both extension and compression for a total of 25 percent.

#### Joint Sealant Backing

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, non-staining, non-waxing, non-extruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
1. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, non-out gassing in unruptured state.

#### Miscellaneous Materials

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.

#### Project Conditions

Do not repoint mortar joints or repair masonry unless air temperatures are between 40 to 95 degrees Fahrenheit and will remain so for at least 48 hours after completion of work.

Prevent mortar used in repointing and repair work from staining surface of surrounding masonry and other surfaces. Immediately remove mortar in contact with exposed masonry and other surfaces.

Protect sills, ledges and projections from mortar droppings.

#### Sequencing/Scheduling

Perform masonry restoration in the following sequence:

1. Rake out existing mortar from joints indicated to be repointed to a minimum depth of 2 to 2-1/2 times the width of the joint (for most joints, this will approximately 1 inch). Remove mortar using hand tools only. Remove cleanly, leaving square corners at back of the cut. Do NOT use electric or pneumatic chisels. Do not spall or chip masonry. Any damage masonry must be repaired.
2. Clean joints with water rinse with maximum 100-psi pressure. Masonry joint should be damp but without standing water.
3. Mix mortar carefully, measuring and mixing carefully to assure visual and physical characteristics. Dry ingredients should be measured and volume and be thoroughly mixed before the addition of any water (more information on mix below).
4. Perform field test of new repointing work on masonry (a 3'x3' area on the least visible, masonry facade). Contact Buildings and Grounds Superintendent for approval of field test prior to continuing with work. This field visit should occur at least 72 hours after the field test is

- performed to ensure that the repointing areas have cured. See additional information below.
5. Repoint existing mortar joints for remainder of structure or building, or as specified by project. (See additional information below).
  6. Clean existing masonry surfaces after repointing work is completed. Clean mortar from masonry face promptly to prevent staining. If necessary after 24 hours of set time, scrub and wash surface to remove laitance using water and detergent, but no chemicals. Use natural sponges and bristle brushes. Do not use wire brushes.

### Mortar Materials

**CEMENT:** ASTM C 150, Type II, White, non-staining unless it can be established that the original mortar used grey cement. For stonework and other masonry indicated, provide non-staining white cement complying with staining requirement of ASTM C 91 for not more than 0.03% water soluble alkali.

**HYDRATED LIME:** ASTM C 207, Type S or SA, Hydrated Lime for Masonry Purposes. This is high plasticity lime (not air entrained) instead of quicklime.

**AGGREGATE:** ASTM C 144, unless otherwise indicated.

**SAND:** Use **natural** rounded sand, clean, sound and washed. Provide sands that will produce final mortar color and texture to match the existing, and with aggregate type and grading similar to existing mortar. The color of the sand shall be the primary factor used to make mortars that match original. Sand should generally meet ASTM C 144, although sieving the sand may be needed to match the historic particle appearance and gradation.

**WATER:** Clean, free of oils, acids, alkalis and organic matter. No antifreeze compounds or other admixture shall be used.

**PIGMENTS:** Pigments may be needed for red or black mortar. Pigments should not exceed 10 percent by weight of the Portland cement in the mix, and carbon black should be limited to no more than 2 percent.

**CHEMICALS:** No modern chemical additives should be used.

**PRE-BLENDED MORTAR MIXES:** Pre-blended masonry cement/mortar mix should not be used since it is designed to produce mortars with compressive strength beyond what is common on most historic mortars.

**PRE-BLENDED LIME MORTAR:** Pre-blended lime mortars are also not recommended in most cases since the mortar will often not be an exact match to historic mortar. Pre-blended lime mortar should never be used for "spot repointing" projects. If for complete repointing projects, the Historic Preservation Office confirms through a test panel that the pre-blended lime mortar is very close to color, composition and texture to historic mortar

then it may be permissible. However, in no circumstances shall the mortar differ from the mortar preparations requirements specified below.

**MEASUREMENT AND MIXING:** Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel, use known measure, mix materials in a clean mechanical batch mixer.

**MIXING MORTAR:** Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar of desired consistency is reached. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

**ADMIXTURES:** Do not use admixtures of any kind in mortar.

**TOOLS:** Use pointing tool sized and shaped to the proper width for the joint being pointed. Match the profile and tooling of the existing joints exactly. Apply mortar using wooden trowel to simulate the original mortar coating.

**SPECIFICATIONS: NEW MORTAR MUST MATCH ORIGINAL IN COLOR, COMPOSITION, TEXTURE AND TOOLING.** New mortar must have greater vapor permeability and be softer than masonry units. It should also be as vapor permeable and at least as soft as the historic mortar (not harder).

#### Protection

- A. Prevent repointing mortar from staining the face of masonry or other surfaces to be left exposed. Remove repointing mortar that comes in contact with such surfaces.
- B. Cover partially completed work when work is not in progress.
- C. Protect sills, ledges and projections from droppings.

#### Temporary Support

- A. Provide temporary support where necessary to prevent displacement of stone during repointing and until mortar has achieved sufficient strength.

#### Removing Anchors

- A. [Remove and discard anchors, nails, pins, and similar devices.]
- B. [Remove ferrous material completely. Do not allow portions to remain embedded.]
- C. Point hole with mortar.

#### [Removing Joint Sealant from Joints

- A. Cut out joint sealant with caulking cutter (Fein tool) assisted by hand tool.
- B. Trim joint sealant from joint faces.
- C. Grind remaining sealant from joint faces without appreciably widening joint width or altering appearance of units. Leave edges of units square and perpendicular to exposed face of unit. Do not round off edges of unit.
- D. Vigorously scrub joint faces with a stiff brush to remove embedded dust and debris from joint faces, followed by vacuuming, working from top to bottom of wall.
- E. Remove existing underlying mortar to the depth specified prior to repointing.]

#### Removing Existing Mortar

- A. [Existing horizontal mortar joints (bed joints) that are pointed with a Portland cement mortar may be raked by a skilled mason by carefully scoring the center of the mortar joint with a rotary grinder to relieve the stress on the joint. The remaining mortar in head and bed joints shall be removed to the required depth using hard or pneumatic stone carving chisels or by hand. Do not grind the mortar from the face of the joints.]
- B. [Vertical joints (head joints) shall not be raked out using a grinder. All vertical head joints must be removed by hand in brickwork.]
- C. [All joints shall be raked back to sound, solid, back up material. Raking out shall leave a clean, square face at the back of the joint to provide for maximum contact of pointing mortar with the masonry back up mortar. Shallow or feather edging will not be permitted.]
- D. [Existing historic lime-based mortar shall be removed using only small-headed hand or pneumatic stone carving chisels that are no wider than half the width of the existing masonry joints.]
- E. [Do not widen the existing masonry joints. Do not spall or chip the surrounding masonry edges in the process of mortar removal. Damage to surrounding brick or stone resulting from rotary blade over running shall not be permitted. Contractor shall replace brick or stone damaged during mortar removal with replacement units that match the original as determined by the Architect.]
- F. Brush joint faces and vacuum debris from joint to remove dirt and loose debris, working from top to bottom of wall.

#### Mortar Removal Depth

- A. Existing mortar joints shall be raked out to whichever depth is greatest:
  - 1. [5/8 inch.]
  - 2. [2-1/2 times the width of the existing mortar joint.]
  - 3. [The depth necessary to remove previously pointed Portland cement mortar.]

#### Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### OSHA Requirements

“The Contractor shall perform all work in the contract with due regard to the safety and health of the employees and of the public. The Contractor shall comply with 29 CFR 1926, Safety and Health Regulations for Construction, administered by the Federal Occupational Safety and Health Administration (OSHA) regarding the safety and protection of persons employed in construction and demolition work.

The Contractor shall develop and submit to the County a project specific Health and Safety Plan covering all aspects of demolition and construction operations proposed by the contractor for this project. Said project specific Health and Safety Plan shall address all aspects of 29 CFR 1926 as related to contractor's proposed operations.”

Do not repoint mortar joints or repair masonry unless air temperatures are between 40 to 95 degrees Fahrenheit and will remain so for at least 48 hours after completion of work.

Prevent mortar used in repointing and repair work from staining surface of surrounding masonry and other surfaces. Immediately remove mortar in contact with exposed masonry and other surfaces.

Protect sills, ledges and projections from mortar droppings.

### Sequencing/Scheduling

Perform masonry restoration in the following sequence:

7. Rake out existing mortar from joints indicated to be repointed to a minimum depth of 2 to 2-1/2 times the width of the joint (for most joints, this will be approximately 1 inch). Remove mortar using hand tools only. Remove cleanly, leaving square corners at back of the cut. Do NOT use electric or pneumatic chisels. Do not spall or chip masonry. Any damaged masonry must be repaired.
8. Clean joints with a water rinse with maximum 100-psi pressure. Masonry joint should be damp but without standing water.
9. Mix mortar carefully, measuring and mixing carefully to assure visual and physical characteristics. Dry ingredients should be measured by

- volume and be thoroughly mixed before the addition of any water (more information on mix below).
10. Perform field test of new repointing work on masonry (a 3'x3' area on the least visible, masonry facade). Contact Buildings and Grounds Superintendent for approval of field test prior to continuing with work. This field visit should occur at least 72 hours after the field test is performed to ensure that the repointing areas have cured. See additional information below.
  11. Repoint existing mortar joints for remainder of structure or building, or as specified by project.
  12. Clean existing masonry surfaces after repointing work is completed. Clean mortar from masonry face promptly to prevent staining. If necessary after 24 hours of set time, scrub and wash surface to remove laitance using water and detergent, but no chemicals. Use natural sponges and bristle brushes. Do not use wire brushes.

### Mortar Materials

**CEMENT:** ASTM C 150, Type II, White, non-staining unless it can be established that the original mortar used grey cement. For stonework and other masonry indicated, provide non-staining white cement complying with staining requirement of ASTM C 91 for not more than 0.03% water soluble alkali.

**HYDRATED LIME:** ASTM C 207, Type S or SA, Hydrated Lime for Masonry Purposes. This is high plasticity lime (not air entrained) instead of quicklime.

**AGGREGATE:** ASTM C 144, unless otherwise indicated.

**SAND:** Use **natural** rounded sand, clean, sound and washed. Provide sands that will produce final mortar color and texture to match the existing, and with aggregate type and grading similar to existing mortar. The color of the sand shall be the primary factor used to make mortars that match original. Sand should generally meet ASTM C 144, although sieving the sand may be needed to match the historic particle appearance and gradation.

**WATER:** Clean, free of oils, acids, alkalis and organic matter. No antifreeze compounds or other admixture shall be used.

**CHEMICALS:** No modern chemical additives should be used.

**MEASUREMENT AND MIXING:** Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel, use known measure, mix materials in a clean mechanical batch mixer.

**MIXING MORTAR:** Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this

dampened condition for one to two hours. Add remaining water in small portions until mortar of desired consistency is reached. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

AD MIXTURES: Do not use add mixtures of any kind in mortar.

TOOLS: Use pointing tool sized and shaped to the proper width for the joint being pointed. Match the profile and tooling of the existing joints exactly. Apply mortar using wooden trowel to simulate the original mortar coating.

SPECIFICATIONS: NEW MORTAR MUST MATCH ORIGINAL IN COLOR, COMPOSITION, TEXTURE AND TOOLING. New mortar must have greater vapor permeability and be softer than masonry units. It should also be as vapor permeable and at least as soft as the historic mortar (not harder).

#### Protection

- D. Prevent repointing mortar from staining the face of masonry or other surfaces to be left exposed. Remove repointing mortar that comes in contact with such surfaces.
- E. Cover partially completed work when work is not in progress.
- F. Protect sills, ledges and projections from droppings.

#### Temporary Support

- B. Provide temporary support where necessary to prevent displacement of stone during repointing and until mortar has achieved sufficient strength.

#### Removing Anchors

- D. [Remove and discard anchors, nails, pins, and similar devices.]
- E. [Remove ferrous material completely. Do not allow portions to remain embedded.]
- F. Point hole with mortar.

#### Removing Joint Sealant from Joints

- F. Cut out joint sealant with caulking cutter (Fein tool) assisted by hand tool.
- G. Trim joint sealant from joint faces.
- H. Grind remaining sealant from joint faces without appreciably widening joint width or altering appearance of units. Leave edges of units square and perpendicular to exposed face of unit. Do not round off edges of unit.
- I. Vigorously scrub joint faces with a stiff brush to remove embedded dust and debris from joint faces, followed by vacuuming, working from top to bottom.
- J. Remove existing underlying mortar to the depth specified prior to repointing.]

### Removing Existing Mortar

- G. [Existing horizontal mortar joints (bed joints) that are pointed with a Portland cement mortar may be raked by a mason by carefully scoring the center of the mortar joint with a rotary grinder to relieve the stress on the joint. The remaining mortar in head and bed joints shall be removed to the required depth using hard or pneumatic stone carving chisels or by hand. Do not grind the mortar from the face of the joints.]
- H. [Vertical joints (head joints) shall not be raked out using a grinder. All vertical head joints must be removed by hand in brickwork.]
- I. [All joints shall be raked back to sound, solid, back up material. Raking out shall leave a clean, square face at the back of the joint to provide for maximum contact of pointing mortar with the masonry back up mortar. Shallow or feather edging will not be permitted.]
- J. [Existing historic lime-based mortar shall be removed using only small-headed hand or pneumatic stone carving chisels that are no wider than half the width of the existing masonry joints.]
- K. [Do not widen the existing masonry joints. Do not spall or chip the surrounding masonry edges in the process of mortar removal. Damage to surrounding brick or stone resulting from rotary blade over running shall not be permitted. Contractor shall replace brick or stone damaged during mortar removal with replacement units that match the original as determined by the Owner]
- L. Brush joint faces and vacuum debris from joint to remove dirt and loose debris, working from top to bottom of wall.

### Mortar Removal Depth

- B. Existing mortar joints shall be raked out to whichever depth is greatest:
  - 1. [5/8 inch.]
  - 2. [2-1/2 times the width of the existing mortar joint.]
  - 3. [The depth necessary to remove previously pointed Portland cement mortar.]

### Joint Sealants

This section includes joint sealants for the following locations:

- 2. Exterior joints in vertical surfaces and horizontal traffic surfaces as indicated below:
  - a. Joints between slabs.
  - b. Joints in granite steps.
  - c. Other joints as indicated.

### System Performance Requirements

Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

#### Product Conditions

- D. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturers.
  - 2. When joint substrates are wet.
- E. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.
- F. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

#### Materials, General

Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

#### Elastomeric Joint Sealants

- D. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C 920, including those requirements referencing ASTM C 920 classifications for Type, Grade, Class, and Uses.
- E. Products: Subject to compliance with requirements, provide one of the products specified in each Elastomeric Joint Sealant Data Sheet.
- F. One-Part Non-Acid Curing Silicone Sealant: Type S (single component). Grade NS (non-sag), Class 25, Uses P (horizontal paved surface), T (traffic), NS (vertical).
  - 1. Products:
    - a. Dow Corning 888-SL.
    - b. Dow Corning 890-SL.

- c. Roadsaver Silicone-SL.
- d. Cold applied SOF-SEAL.

#### Solvent-Release-Curing Joint Sealants

- B. Acrylic Sealant: Manufacturer's standard one-part, non-sag, solvent-release-curing acrylic terpolymer sealant complying with AAMA 808.3 or FS TT-S-00230 or both, with capability when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the following percentage change in joint width existing at time of application and remain adhered to joint substrates indicated for Project without failing cohesively:
  - 1. 12-1/2 percent movement in both extension and compression for a total of 25 percent.

#### Joint Sealant Backing

- C. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- D. Plastic Foam Joint Fillers: Preformed, compressible, resilient, non-staining, non-waxing, non-extruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
  - 1. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, non-out gassing in unruptured state.

#### Miscellaneous Materials

- B. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.

#### **FEES, EXPENSES AND TERMS**

***Services shall be based on a unit cost to allow owner to determine the extent of the repair to be undertaken.***

Lump sum fee includes hourly rates, overhead and direct expenses (travel, and subsistence, administrative costs such as copying, telephone, etc). The proposal shall provide detailed costs for each individual work site in addition to a total project cost.

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Cortland County General Construction**

**Asbestos Worker**

05/01/2012

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2011

Asbestos Worker  
Removal &  
Abatement Only

\$ 17.50 plus additional \$3.00\*

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

\* To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour paid

Journeyman

\$ 7.50

**OVERTIME PAY**

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

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (2, 4, 6, 25) on HOLIDAY PAGE

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

\*\*Code T applies to 2

9-12a - Removal Only

**Boilermaker**

05/01/2012

**JOB DESCRIPTION** Boilermaker

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**WAGES**

Per hour:

07/01/2011

Boilermaker

\$ 29.45

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman

\$ 20.14

\*IMPORTANT NOTE(Portion of Supplemental benefits per hour paid at same premium as shown for overtime.)

Journeyman

\$ 19.25\*

**OVERTIME PAY**

New Work: See (B,E,Q) on OVERTIME PAGE. Time & 1/2 for the 9th & 10th hours Monday thru Saturday, double all addtl. hours

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

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 10, 11, 15) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

07/01/2011

1st

2nd

3rd

4th

5th

6th

7th

8th

65%	65%	70%	75%	80%	85%	90%	95%
\$19.14	\$19.14	\$20.62	\$22.09	\$23.56	\$25.03	\$26.51	\$27.98

Supplemental Benefits per hour:

Six month terms at the following dollar amounts:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2011	\$15.85	\$15.85	\$16.46	\$17.08	\$17.68	\$18.30	\$18.91	\$19.53

\*IMPORTANT NOTE (Portion of Supplemental benefits per hour paid at same premium as shown for overtime.)

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2011	\$14.96*	\$14.96*	\$15.57*	\$16.19*	\$16.79*	\$17.41*	\$18.02*	\$18.64*

6-175

**Carpenter - Building**

05/01/2012

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Schuyler, Tompkins

**WAGES**

Per hour:	07/01/2011	06/01/2012 Additional	06/01/2013 Additional
Carpenter	\$ 24.61	\$0.93	\$1.37
Floorlayer	24.61	0.93	1.37
Piledriver	24.86	0.93	1.37
Certified Welder	25.61	0.93	1.37
Hazardous Waste Worker	26.11	0.93	1.37
Diver-Wet Day	44.47	0.93	1.37
Diver-Dry Day	25.61	0.93	1.37
Dive Tender	25.61	0.93	1.37

Depth pay for Divers:		
0' to 80'		no additional fee
81' to 100'		additional \$0.50 per foot per hour
101' to 150'		additional \$1.00 per foot per hour
151' and deeper		additional \$1.25 per foot per hour

Divers' penetration pay		
0' to 50'		no additional fee
51' to 100'		additional \$0.75 per foot per hour
101' and deeper		additional \$1.00 per foot per hour

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 16.78

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st term	\$ 9.04
Appr 2nd term	9.04
Appr 3rd term	11.54
Appr 4th term	11.54

6-277 CST

**Carpenter - Building / Heavy&Highway**

05/01/2012

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

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Wages per hour:

07/01/2011

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface Installer

\$ 26.50

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

**SUPPLEMENTAL BENEFITS**

Per hour Paid:

07/01/2011

Journeyman

\$ 18.00

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (6, 16, 27) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour paid:

07/01/2011

Carpenter

1st year term	\$ 9.00
2nd year term	14.40
3rd year term	15.30
4th year term	16.20

1-42AtSS

**Carpenter - Heavy&Highway**

05/01/2012

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Schuyler, Tompkins

**WAGES**

Per hour:

07/01/2011

Carpenter / Piledriver

\$ 26.90

Certified Welder	28.40
Millwright (H/H)	28.40
Diver - Wet day	42.93
Diver - Dry day	27.90
Dive Tender	27.90
Hazardous work*	28.40

\*When an employee performs work on a hazardous waste site, that is State and/or Federally designated as such, and where relevant State and/or Federal regulations require employees to be furnished and those employees use or wear required forms of personal protection.

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

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

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.07

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

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

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

\*On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulations to wear protective equipment, an additional \$1.50 per hour above their appropriate rate shall be paid to apprentices.

SUPPLEMENTAL BENEFITS per hour worked:

1st year term	\$ 7.94
2nd year term	17.07
3rd year term	17.07
4th year term	17.07

6-277h CST

**Electrician**

**05/01/2012**

**JOB DESCRIPTION** Electrician

**DISTRICT 6**

### ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

### PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Eibridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Hill, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lebanon.

Tompkins: Only the Township of Groton.

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

### WAGES

Per hour: ~~07/01/2011~~

Electrician	\$ 31.00
Cable Splicer	31.00
Teladata	31.00

NOTE: (A) THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY BE WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1st shift	7:00 AM to 3:30 PM
2nd shift	3:30 PM to 12:00 Midnight
3rd shift	12:00 Midnight to 8:30 AM

	07/01/2011
1st shift	\$ 31.00
2nd shift	35.65
3rd shift	38.75

(B) OCCUPIED CONDITIONS: WHEN NECESSARY TO PERFORM ALTERATION AND/OR RENOVATION WORK AND OWNER MANDATES (DUE TO OCCUPIED CONDITIONS) PREVENT THE WORK FROM BEING PERFORMED DURING "NORMAL" WORKING HOURS (DEFINED AS BETWEEN 7:00 AM AND 5:30 PM MONDAY THROUGH FRIDAY), ALTERNATE HOURS MAY BE WORKED PROVIDED: 1) THE HOURS ARE ESTABLISHED FOR A MINIMUM OF FIVE (5) DAYS DURATION OR THE LENGTH OF THE JOB WHICHEVER IS SHORTER; AND 2) AN ENTIRE WORK SCOPE WITHIN A JOBSITE AREA IS PERFORMED UTILIZING THE VARIED HOURS. IF THESE CONDITIONS ARE SATSFIED, HOURS WORKED MONDAY THROUGH FRIDAY OUTSIDE OF THE "NORMAL" HOURS SHALL BE PAID AT THE APPROPRIATE DAY SHIFT RATE PLUS FIFTEEN PERCENT (15%). HOWEVER, THE FOLLOWING RESTRICTIONS SHALL APPLY:

- 1) "ALTERNATE" HOURS SHALL CONSIST OF A MINIMUM OF EIGHT CONSECUTIVE HOURS PER DAY
- 2) HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY, MONDAY THROUGH FRIDAY, SHALL BE PAID AT A RATE OF ONE AND ONE-HALF TIMES THE APPLICABLE RATE (DAY-SHIFT + 15%)
- 3) HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF THE APPLICABLE RATE.
- 4) HOURS WORKED ON A SUNDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE.
- 5) IF MULTIPLE SHIFTS ARE WORKED ON THE SAME PROJECT, RATES OF PAY SHALL BE DETERMINED BY NOTE "A" ABOVE
- 6) WORK OF A NEW CONSTRUCTION NATURE MAY NOT BE WORKED UNDER THESE CONDITIONS.

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 19.17 plus  
 \*3% of hourly wage paid

**OVERTIME PAY**

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

\* Double Time after 10 hrs. on Saturday.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(at the following percentage of journeyman's wage)

1st Period ( 0-1000 hrs)	40%	4th Period (3501-5000 hrs)	60%
2nd Period (1001-2000 hrs)	45%	5th Period (5001-6500 hrs)	70%
3rd Period (2001-3500 hrs)	50%	6th Period (6501-8000 hrs)	80%

Supplemental Benefits per hour worked:

Apprentices:

1st period	\$ 10.14 plus *3% of hourly wage paid	4th period	\$18.29 plus *3% of hourly wage paid
2nd period	\$10.14 plus	5th period	\$18.51 plus

	*3% of hourly wage paid		*3% of hourly wage paid
3rd period	\$18.07 plus *3% of hourly wage paid	6th period	\$18.73 plus *3% of hourly wage paid

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

6-43

**Elevator Constructor**

05/01/2012

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

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

**WAGES**

Per hour: 07/01/2011

Elevator Constructor	\$ 39.41
Helper	27.59

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 21.82  
 plus 6% of wage (under 5 years service)  
 plus 8% of wage (after 5 years service)

**OVERTIME PAY**

See (D, O, T) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

55%	65%	70%	80%
\$ 21.68	\$ 25.62	\$ 27.59	\$ 31.53

SUPPLEMENTAL BENEFITS: Same as journeymen above

6-62.1

**Glazier**

05/01/2012

**JOB DESCRIPTION** Glazier

**DISTRICT 5**

**ENTIRE COUNTIES**

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

**WAGES**

Per Hour:	07/01/2011	05/01/2012	05/01/2013
		Additional	Additional
Glazier	\$ 22.25	\$ 1.45	\$ 1.50

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 12.99

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour worked:

Appr. 1st & 2nd term	\$ 10.29
Appr. 3rd term	11.91
Appr. 4th term	12.05
Appr. 5th term	12.18
Appr. 6th term	12.32
Appr. 7th term	12.45
Appr. 8th term	12.72

5-677.Z-2

**Insulator - Heat & Frost**

05/01/2012

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2011

Insulation Installer \$ 28.55  
(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED BETWEEN THE HOURS LISTED BELOW:

07/01/2011

1ST SHIFT (MORNING) 7-3	\$ 28.55
2ND SHIFT (AFTERNOON) 3-11	32.83
3RD SHIFT (NIGHT) 11-7	35.69

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 16.73

**OVERTIME PAY**

See (B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4,6) on HOLIDAY PAGE. Also Easter.  
 Triple time for Labor Day if worked.

**REGISTERED APPRENTICES**

WAGES: (1) yr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
50%	60%	70%	80%
\$14.28	\$17.13	\$19.99	\$22.84

SUPPLEMENTAL BENEFITS per hour worked:

\$16.73

6-30-Syracuse

**Ironworker**

05/01/2012

**JOB DESCRIPTION** Ironworker

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.  
 Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans Cape, Vincent, Lyme, Brownville, Pamela, Leray, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.  
 Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.  
 Schuyler: Only the Townships of Cayuta, Catherine, Hector and Montour.  
 Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

**WAGES**

Per hour: 07/01/2011

Structural/Reinf/Rebar	\$ 27.00
Mach Mover & Rigger	27.00
Ornamental & Curtain	
Wall, Window Wall	27.00
Pre-glazed metal framed windows attached to steel or masonry, caulking	27.00
Fence Erector (Chain Link/Security)	27.00
Sheeter/Bridge rail	27.00
Pre-Cast erector	27.00
Stone Derrickman	27.00
Pre-Engineered Bldg Erector	27.00

\*NOTE: Shift work may be performed when mandated by the owner. All shifts will be (8) hours with start times beginning between the hours listed below.

1st Shift ( 6:00am - 8:00am )	27.00
2nd Shift ( 2:30pm - 4:30pm )	Plus 10%
3rd Shift ( 11:00pm - 1:00am )	Plus 15%

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeymen \$ 20.15

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: (1) year terms at the following rates.

1st	2nd	3rd	4th
\$15.00	\$17.00	\$19.00	\$21.00

SUPPLEMENTAL BENEFITS per hour worked:

07/01/2011

1st year	\$ 9.10
2nd year	15.72
3rd year	16.66
4th year	17.61

6-60

**Laborer - Building**

05/01/2012

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Tompkins

**PARTIAL COUNTIES**

Schuyler: Only the Township of Catherine including the village of Odessa.

Tioga: Townships of Candor & Spencer

**WAGES**

If a prime contract is let for site work only, meaning no primary buildings are involved in their site contract, the heavy/highway rates would be applicable.

When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable.

GROUP #1: Basic laborer, Dormitory Renovation

GROUP #2: Pneumatic Tools.

GROUP #3: Blaster, Asbestos/Toxic Waste Work

WAGES per hour:

	07/01/2011	07/01/2012 Additional
Building Laborer:		
GROUP # 1	\$ 21.88	\$0.65
GROUP # 2	22.38	
GROUP # 3	23.38	

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 15.17

**OVERTIME PAY**

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

\*Double time after 8 hours on Saturday

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Apprentice	1st term	0-1000 hrs	\$ 8.83
Apprentice	2nd term	1001-2000 hrs	9.93
Apprentice	3rd term	2001-3000 hrs	11.03
Apprentice	4th term	3001-4000 hrs	12.13

6-785b

**Laborer - Heavy&Highway** **05/01/2012**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Tompkins

**PARTIAL COUNTIES**

Schuyler: Only the Township of Catherine including the village of Odessa.

Tioga: Townships of Candor & Spencer

**WAGES**

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

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

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

NOTE \*\*\* Hazardous Waste removal on a State or Federal designated waste site where relevant state or federal regulations require employees to wear personal protection, Additional \$2.00/HR over Group A rate.

Wages per hour:

	07/01/2011	07/01/2012
Heavy/Highway Laborer:		Additional
GROUP A	\$ 24.51	\$1.35
GROUP B	24.71	
GROUP C	24.91	
GROUP D	25.11	

NOTE: All night work mandated by DOT shall be paid an additional \$ 1.75 per hr. over Group A rate.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 15.15

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th	5th
60%	70%	80%	90%	100%

SUPPLEMENTAL BENEFITS per hour worked:

Apprentice	1st term	0 - 1000 HRS	\$ 11.40
Apprentice	2nd term	1001-2000 HRS	11.90
Apprentice	3rd term	2001-3000 HRS	12.40
Apprentice	4th term	3001-4000 HRS	12.90

Apprentice 5th term over 4000 HRS 15.15

6-785h

**Laborer - Tunnel** **05/01/2012**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Tompkins

**PARTIAL COUNTIES**

Schuyler: Only the Township of Catherine including the Village of Odessa.

Tioga: Townships of Candor & Spencer

**WAGES**

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top to bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

NOTE \*\*\* Hazardous Waste removal on a State or Federal designated waste site where relevant state or federal regulations require employees to wear personal protection, Additional \$2.00/HR over Group A rate.

WAGES: (per hour)

	07/01/2011	07/01/2012
Tunnel Laborer:		Additional
Group A	\$ 27.69	\$1.35
Group B	27.89	

\*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 15.15

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1000 hour terms at the following percentage of Group B wages

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

Supplemental Benefits per hour worked:

Appr 1st term	\$ 11.40
Appr 2nd term	11.90
Appr 3rd term	12.40
Appr 4th term	12.90

6-785T

**Lineman Electrician** **05/01/2012**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

Below rates applicable on all Overhead and Underground Transmission line work & Fiber Optic Cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction.

	07/01/2011	05/07/2012
Lineman/Tech./Welder	\$ 44.52	\$45.23
Cable splicer	44.52	45.23
Digging Machine Operator	40.07	40.71
Tractor Trailer Driver	37.84	38.45
Groundman/Truck Driver	35.62	36.18
Mechanic 1st Class	35.62	36.18
Flagman	26.71	27.14

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

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

Lineman/Technician/Welder	\$ 43.31	\$ 44.01
Digging Machine Operator	38.98	39.61
Tractor Trailer Driver	36.81	37.41
Groundman/Truck Driver	34.65	35.21
Mech. 1st Class	34.65	35.21
Flagman	25.99	26.41
Certified WelderPipe Type Cable	45.48	46.21
Cable Splicer pipe type cable	47.64	48.41

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

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of Fiber Optic Cable where no other construction trades are or have been involved.

Lineman /Techician	\$ 42.02	\$ 42.72
Welder/Cable Splicer	42.02	42.72
Digging Machine Operator	37.82	38.45
Tractor Trailer Driver	35.72	36.31
Groundman/Truck Driver	33.62	34.18
Mechanic 1st Class	33.62	34.18
Flagman	25.21	25.63

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

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

Lineman/Technician	\$ 42.02	\$ 42.72
Cable Splicer pipe type cable	46.22	46.99
Certified Welder pipe type	44.12	44.86
Digging Machine Operator	37.82	38.45
Tractor Trailer Driver	35.72	36.31
Mechanic 1st Class	33.62	34.18
Groundman/Truck Driver	33.62	34.18
Flagman	25.21	25.63

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked including holidays listed below:

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

\$ 16.50	\$ 18.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

SUPPLEMENTS for holidays paid at straight time

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour worked:

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

\$ 16.50	\$ 18.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

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

6-1249a

**Lineman Electrician - Teledata** **05/01/2012**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2011

Cable Splicer	\$ 27.44
Installer/Repairman	26.05
Teledata Lineman	26.05
Technician/Equip Oper	26.05
Groundman	13.81

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

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

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal Lighting**

05/01/2012

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

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

	07/01/2011	05/07/2012
Lineman/Technician	\$38.02	\$38.25
Certified Welder	39.92	40.16
Digging Mach	34.22	34.43
Tractor trailer driver	32.32	32.51
Groundman Truck Driver	30.42	30.60
Mechanic 1st Class	30.42	30.60
Flagman	22.81	22.95

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

All classifications	\$ 16.50	\$18.25
	*plus 6.5% of hourly wage paid	*plus 6.5% of hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.

\*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**05/01/2012**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

	07/01/2011	01/01/2012
Tree trimmer	\$ 21.64	\$ 22.08
Equip Operator	19.09	19.48
Mechanic	19.09	19.48
Truck Driver	16.14	16.46
Ground person	13.25	13.51
Flag person	9.44	9.62

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 7.36	\$ 7.88
*plus 3% of hourly wage paid	*plus 3% of hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

6-1249TT

**Mason - Building**

**05/01/2012**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Cortland, Tompkins

**WAGES**

Per hour:	07/01/2011
Brick/Block Layer	\$ 26.78
Cement/Stone Mason	26.78
Plasterer/EFIS	26.78
Tuck Pointer	26.78

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 16.95

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage per hour:

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

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

Supplemental Benefits per hour worked.

All terms \$ 16.95

5-3B lth - Z2

**Mason - Heavy&Highway 05/01/2012**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:	07/01/2011	07/01/2012 Additional
Cement Mason	\$ 29.12	\$ 2.00
Bricklayer	29.12	2.00

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 18.16

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour worked:

All terms \$ 18.16

**Mason - Tile Finisher**

**05/01/2012**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour

Building: 07/01/2011

Tile Finisher \$ 24.30  
Marble, Slate, Terrazzo and Tile

Mason finisher 24.30

**SUPPLEMENTAL BENEFITS**

Per hour worked: \$ 11.71

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits:

\$ 8.62	\$8.65	\$10.57
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5-3TF - Z2

**Mason - Tile Setter**

**05/01/2012**

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:

07/01/2011

Tile Setter: \$ 27.73  
Marble, Slate, Terrazzo and Tile

**SUPPLEMENTAL BENEFITS**

Per hour worked: \$12.72

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour worked:

Terms	1st	2nd	3rd	4th
	\$8.73	\$ 8.86	\$ 12.54	\$ 12.63

5-3TS - Z2

**Millwright** **05/01/2012**

**JOB DESCRIPTION** Millwright

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Schuyler, Tompkins

**WAGES**

Per hour: 07/01/2011

Journeyman	\$ 26.50
Welder	27.75
Hazardous Waste Work	27.75

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 16.50
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**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour worked:

Appr 60%	\$ 8.88
Appr 70%	14.214
Appr 80%	14.976
Appr 90%	15.738

6-1163 CST

**Operating Engineer - Building** **05/01/2012**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**WAGES**

Per hour:

If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable.

When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

**BUILDING:**

**CLASSIFICATION A**

Air Plako  
Asphalt & Blacktop Roller  
Automated Concrete Spreader  
(CMI or Equiv.)  
Auto.Fine Grade Machine(CMI)  
Backhoe  
Barrell Shredder  
Belt Placer  
Blacktop Spreader(such as  
Barber Greene & Blaw Knox)  
Blacktop Plant(automated)  
Blast or Rotary Drill  
(Truck or cat mounted)  
BoomTruck  
Burning Plant Operator  
Cableway  
Caisson Auger  
Central Mix Plant (automated)  
Concrete Pump  
Crane  
Crusher-Rock  
Derrick  
Dewatering Press  
Diesel Power Unit  
  
Dirt Filter Press Operation Equipment  
Dragline  
Dredge  
Dual Drum Paver  
Elevating Grader(self propelled or tow)  
Elevator Hoist--Two Cage  
Excavator--all purpose  
hydraulically operated  
Fork Lift (Loed/Lull and other  
terrain type)  
Front End Loader(4 c.y. and over)  
Gradall  
Gradall(Power)  
Head Tower (Saurman or equal)  
Hoist (2 or 3 Drum)  
Hydroblaster (Laser Pump)  
LCM's Work Boat Operator  
Light Plants,Compressors and  
Generators  
Locomotive  
Maintenance Engineer  
Maintenance Welder  
Mine Hoist  
Mucking Machine or Mole

**CLASSIFICATION A (CONTINUED)**

Overhead Crane-fixed permanent  
Pile Driver  
Quarry Master or Equivalent  
Refrigeration Equipment (for soil  
stabilization)  
Scraper  
Sea Mule  
Shovel  
Side Boom

**CLASSIFICATION B**

"A" Frame Truck  
Back Dumps  
Blacktop Plant  
(Non-Automatic)  
Boring Machine  
Bulldozer  
Cage-Hoist  
Central Mix Plant(Non-automatic)  
  
Compressor,pump,generator or  
welding machine(when used in a  
battery of not more than five(5)  
Concrete Paver  
(single drum over 16S)  
Core Boring Machine  
Drill Riggs-tractor mounted  
Elevator--as material hoist  
Farm Tractor (with or without  
accessories)  
Fork Lift over 10 ton  
(with or without attachments)  
Front End Loader (under 4 c.y.)  
Grout Pump  
Gunit Machine  
High Pressure Boiler(15 lbs & over)  
Hoist (one drum)  
Hydraulic Breaking Hammer  
(Drop Hammer)  
Kolman Plant Loader  
(screening gravel)  
Maintenance Grease Man  
Mixer for stabilized base--  
self propelled (Seaman Mixer)  
Monorail Machine  
Parapet Concrete or Pavement Grinder  
Parts Man  
Post Drive  
(truck or tractor mounted)  
JPost Hole Digger  
(truck or tractor mounted)  
Power Sweeper  
(Wayne or Similar)  
Pump--Crete or Squeeze Crete  
Road Widener (front end of  
Grader or self propelled)  
Roller  
Self Contained hydraulic bench drill.  
Shell Winder (motorized)

**CLASSIFICATION B (CONTINUED)**

Skid Steer Bobcat type Loader  
Snorkel (overhead arms)  
Snowblower control man  
Tractor (with or without  
without accessories)  
Trenching Machine (digging capacity of  
4 ft. or less)  
Tugger Hoist  
Vacuum Machine (self propelled or

Slip Form Paver	mounted)
Straddle Buggy(Ross Carrier,lumber carrier)	Vibro Tamp
Tractor Drawn Belt Type Loader (Euclid Loader)	Well Drill Well Point System (submersible pumps when used in lieu of well-point system)
Trenching Machine (digging capacity of over 4 ft. depth)	Winch (motor driven)
Truck Crane, Operator	Winch Cat
Truck or Trailer Mounted Log Chipper (self-feeder)	Winch Truck
Tug Operator (Manned,rented equip.excluded)	
Tunnel Shovel	
Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator)	

**CLASSIFICATION C**

Compressor (Up to 500 c.f.)  
 Concrete Paver or Mixer (under 16S)  
 Concrete Pavement Spreaders & Finishers (not automatic)  
 Conveyor (over 12 ft)  
 Electric Submersible Pump (4" and over)  
 Fine Grade Machine (non-auto)  
 Fireman  
 Fork Lift ("with or without" attachments) 10 ton and under  
 Form Tamper  
 Generator (2500 watts & over)  
 Hydraulic Pump  
 Mechanical Heaters--More than two (2) mechanical heaters or any mechanical heater or heaters whose combined output exceeds 640,000 BTU per hour. (manufacturer's rating) plus one self contained heating unit, (i.e.Sundog or Air Heat type, New Holland Hay Dryer type excluded)  
 Mulching Machine  
 Oiler  
 Power Driven Welding Machine - 300 amp.and over (other than all electric). One Welding Machine under 300 amp. will not require an engineer unless in a battery  
 Power Heaterman (hay dryer)  
 Pumps - water & trash  
 Revinus Widener (road widener)  
 Single Light Plant  
 Steam Cleaner or Jenny

07/01/2011

Building:		
Master Mechanic	\$ 30.75	
Asst.Master Mechanic	29.58	
Class A	28.98	
Class B	27.10	
Class C	23.34	
Pile Dr. w/Bm/Ld 100ft+	30.73	
Tower Crane	30.48	Plus boom length premium.
Crane/Derrick w/boom:		
" 150 ft to 199 ft	Add \$ 1.75	
" 200 ft to 299 ft	Add \$ 2.75	
" 300 ft and over	Add \$ 3.75	

NOTE: THE LENGTH PREMIUM IS IN ADDITION TO THE CRANE TONAGE PREMIUM LISTED BELOW.

ALL CRANES FROM 30 TO 64 TON - CLASS A RATE PLUS \$ .50  
 ALL LATTICE BOOM CRANES 65 TON CAPACITY & OVER - CLASS A RATE PLUS \$ 1.75  
 ALL HYDRAULIC CRANES 65 TON TO 79 TON CAPACITY - CLASS A RATE PLUS \$ 1.10  
 ALL HYDRAULIC CRANES 80 TON TO 99 TON CAPACITY - CLASS A RATE PLUS \$ 1.25  
 ALL HYDRAULIC CRANES 100 TON CAPACITY AND OVER - CLASS A RATE PLUS \$ 1.75

ADDITIONAL \$2.00 per hr. if work requires Level A,B,C of Personal Protective Equipment listed in the Occup. Saf. & Health Guidance Manual for Hazardous Waste Site Activities. Paper dust masks are excluded from coverage in this section.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 21.30

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: (1000)HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S CLASS A WAGE.

1st	2nd	3rd	4th
60%	65%	70%	80%
\$17.40	18.85	20.30	23.19

SUPPLEMENTAL BENEFITS per hour worked: Same as Journeyman

6-545b.s

**Operating Engineer - Heavy&Highway**

05/01/2012

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

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**PARTIAL COUNTIES**

Herkimer: That portion of the county that lies west of a line drawn due north and due south through the railroad station in Little Falls, NY

**WAGES**

Per hour:

CLASS A: Asphalt Paver 100 h.p. and over(fixed screed 10'width and over), Extend a-mat paver, Automated Concrete Spreader, Automatic Fine Grader, Backhoe (except tractor-mounted, Blacktop Plant (automated) Boom Truck\*, Blacktop Roller (10,000 lb and over), Caisson Auger, Central Mix Conc. Plant(automated), Hydraulic crane (over 5 ton capacity), Concrete Curb Machine (Self-propelled, Slipform), Crane, Directional Boring/Drilling Machine and Locator, Derricks, Dragline, Dredge, Excavator (all purpose-hydraulic-Gradall or similar), Front End Loader(4c.y.& over), Head Tower (Sauerman or equal), Hoist (two or three drum), Hydrodemolition Equip (self contained), Maint. Eng, Mine Hoist, Mucking Machine or Mole, Overhead Crane( Gantry or Straddle Type), Pavement Profiler (300 h.p. and over), Pile Driver, Power Grader, Road widener, Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Trencher (over 75 h.p.), Truck Crane, Truck or Trailer mounted Chipper (self-feed), Tug Operator (craft over 26'), Tunnel Shovel, Vermeer Saw (over 75 h.p.), Welder.

CLASS B: Asphalt paver under 100 h.p.(under 10 ft width), Automated slope paving machine, Backhoe (Tractor-Mounted), Belt loader, Tractor Drawn Belt Type Loader, Blacktop Plant (non-automated), Blacktop Roller (under 10,000 lb), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Bridge deck finishing machine, Cage Hoist, Central Mix Plant, (Non Automated), All Concrete Batching Plants, Concrete pump, Hydraulic crane (5 tons & under), Compressors (4 or less exceeding 2,000 c.f.m. combined capacity), Concrete Paver over 16S, Belt Placer, Cableway, Core Drill (skid, trk mtd or track), Crusher, Diesel Pwr Unit,Drill rigs (Trk/Tractor mounted), Fork Lift, F.E.Loader(under 4 cy), Hi-Press Boiler(15 lbs & over), Hoist(One Drum), Hydro Axe, Kolman Plant Loader & similar type loaders (if employer requires another man,he shall be Oiler), L.C.M.Work Boat Oper, Locomotive, Lubrication Eng/Greaseman, Mixer (for stabilized base-self propelled), Pavement Profiler(under 300 h.p.), Plant Engineer, Pump crete, Refrigeration Equipment (for soil stabilization),Roller(above sub grade)under 10,000lb, Sea Mule, Skid Steer Bobcat Type Loader, Self-propelled rubbleizer, Stationary central compressed air plant (5000cfm and up), Telehandler, Tractor with Dozer and/or Pusher, Trencher (under 75 h.p.), Tugger Hoist, Vermeer Saw (ride-on)under 75 h.p., Winch and Winch Cat,Log Skidr,Hydra-spiker(ride on), All ride-on Tie Extractors, Tie Handlers, Tie inserters, Tie spacers and Track Liners, Drill Rig (Self Contained, Self Propelled or Hydr),Material Handling Knuckle Boom Trk 5 ton & over.

CLASS C: Aggregate Plant, A Frame Truck, Ballast Regulator (ride-on), Boiler(used in conjunction with production), Cement & Bin oper, Compressors (4 under 2,000 cfm combined capacity, or 3 or less with more than 1200 cfm but not to exceed 2,000 c.f.m), Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Concr Paver or Mixer(16s & under), Conc Saw (self propelled), Concrete Pavement Spreaders and Finishers, Conveyor, Drill Locator, Electric Pump Used in Conjunction with Well Point System, Span Saw (Ride on ), Farm Tractor with accessories, Form Tamper, Grout Pump, Gunit Machine, Hammers(hydraulic-self propelled), Hydraulic Pump (jacking system), Light plants, Mulching Mach., Oiler, Parapet concrete or pavement grinder, Post Hole Digger & Post Driver, Power Sweeper, Power Heaterman, Roller(grade & fill), Scarifier(ride-on), Shell Winder, Steam cleaner Tamper(ride-on), Submersible Electric Pump (when used in lieu of well point system), Tractor, Material Handling Knuckle Boom Truck (under 5 ton), Vacuum machine (self propelled) Vibratory Compactor, Well point.

**SINGLE IRREGULAR WORK SHIFT:**

A single irregular work shift can start any time from 5:00 PM to 1:00 AM. All employees who work a single irregular work shift on governmental mandated night work shall be paid an addtl \$2.00 per hour. Sect 10 will be effective for work bid on or after July 1, 2001.

07/01/2011

Heavy/Highway:	
Master Mechanic	\$ 31.35
CLASS A	30.00
CLASS B	29.12
CLASS C	25.84

PIPELINE: Master mechanic, Class A and Class B rates apply.  
NOTE: NO CRANE PREMIUM ON PIPELINE WORK

- \*All cranes and boom trucks, 49 tons and under, or with boom and jib working length under 115 ft. = Class "A" rate and \$1.00 per hour.
- \*All cranes and boom trucks 50 tons and over, or with boom and jib working length of 115 ft. through 149 ft. = Class "A" rate and \$2.50 per hour.
- \*All cranes and boom trucks 50 tons and over, and with boom and jib working length 150 ft. and over = Class "A" rate and \$3.50 per hour.
- \*Tower crane \$2.00 per hour.
- \*Addtl \$3.00 per hr for EPA or DEC classified toxic or hazardous waste work and employee is required by regulations to use or wear personal protection.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

	07/01/2011
Journeyman & all Apprentices	\$ 23.95

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: (1000) hour terms at the following rate percentage based on "A" rate class

1st	2nd	3rd	4th
60%	65%	70%	75%

SUPPLEMENTAL BENEFITS: same as Journeyman

6-545h

**Operating Engineer - Heavy&Highway - Tunnel** **05/01/2012**

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

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

- Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.
- Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

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

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

**CLASS A:** Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

**CLASS B:** Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside ); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

**CLASS C:** A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunit Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

**CLASS D:** Aggregate Plant; Cement & Bin Operator; Compressors( 3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors( any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2011
Crane 1	\$40.08
Crane 2	39.08
Crane 3	38.08
Master Mechanic	38.21
CLASS A	36.08
CLASS B	34.86
CLASS C	32.07
CLASS D	29.06

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$21.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C

3rd term 70% of Class B  
 4th term 75% of Class A

Supplemental Benefits per hour paid:

\$21.90

5-832TL

**Operating Engineer - Marine Construction**

**05/01/2012**

**JOB DESCRIPTION** Operating Engineer - Marine Construction

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

DREDGING OPERATIONS 07/01/2011  
 CLASS A  
 Operator, Leverman, \$ 32.89  
 Lead Dredgeman

CLASS A1 To Conform to Operating Engineer  
 Dozer, Front Loader Prevailing Wage in Locality where Work  
 Operator is being Performed including Benefits.

CLASS B \$ 28.49  
 Spider/Spill Barge Operator,  
 Tug Operator(over1000hp),  
 OperatorII, Fill Placer,  
 Derrick Operator, Engineer,  
 Chief Mate, Electrician,  
 Chief Welder,  
 Maintenance Engineer

Certified Welder, \$ 26.84  
 Boat Operator(licensed)

CLASS C \$ 26.14  
 Drag Barge Operator,  
 Steward, Mate,  
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D \$ 21.09  
 Shoreman, Deckhand,  
 Rodman, Scowman, Cook,  
 Messman, Porter/Janitor

Oiler(please add)\$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2011  
 \$ 8.05 plus 7%  
 of straight time  
 wage overtime hours  
 add \$ 0.63

All Class C \$ 7.75 plus 7%  
 of straight time  
 wage overtime hours  
 add \$ 0.48

All Class D \$ 7.45 plus 7%  
 of straight time  
 wage overtime hours  
 add \$ 0.23

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

**Operating Engineer - Survey Crew**

05/01/2012

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

**WAGES**

Per hour:

**SURVEY CLASSIFICATIONS:** Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

	07/01/2011	06/01/2012
Survey Rates:		
Party Chief	\$ 31.62	\$ 32.62
Instrument/Rod person	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

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

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

1st year 60%	\$ 17.31	\$ 17.91
2nd year 70%	20.19	20.89
3rd year 80%	23.08	23.88

**SUPPLEMENTAL BENEFITS:**

	\$ 20.50	\$ 21.75
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6-545 D.H.H.

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

05/01/2012

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

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.  
Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

**WAGES**

Per hour:

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

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

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

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

	07/01/2011	06/01/2012
Survey Rates:		
Party Chief	\$ 31.62	\$ 32.62
Instrument/Rodperson	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 20.50	\$ 21.75
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

**Painter**

05/01/2012

**JOB DESCRIPTION** Painter

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2011

Bridge*	\$ 35.20
Tunnel*	35.20
Tank*	33.20

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 20.20

**OVERTIME PAY**

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

All other work See ( B, F, R ) on OVERTIME PAGE.

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 2.02
3rd & 4th terms	5.02
5th & 6th terms	6.02

3-4-Bridge, Tunnel, Tank

**Painter**

**05/01/2012**

**JOB DESCRIPTION** Painter

**DISTRICT 2**

**ENTIRE COUNTIES**

Cortland, Tompkins

**WAGES**

Per hour	07/01/2011
Brush or roll, taper	\$24.40
Bosum Chair, Swing Scaffold	\$25.00
Window Platform	\$25.00
Structural Steel	\$25.00
Spray	\$25.40
Sandblasting	\$25.30
Spray Epoxy	\$25.90
Brush/Roller Epoxy	\$25.50

**SINGLE IRREGULAR WORK SHIFT:**

A single irregular work shift can start any time from 2:00pm to 1:00am.  
 All employees who work a single irregular work shift on government mandated night work shall be paid an additional \$2.25 per hour.

**SUPPLEMENTAL BENEFITS**

Journeyman	07/01/2011
	\$ 15.98

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

**PAINTER APPRENTICES:** (1000) hour terms at the following percentage of journeyman's wage.

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

**DRY WALL TAPER/FINISHER APPRENTICES**

(1000) hour terms at the following percentage of journeymans wage.

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

**SUPPLEMENTAL BENEFITS:**(per hour worked)

07/01/2011

Apprentices:  
 Painter Apprentice

1st through 4th terms	\$ 4.90
5th & 6th terms	5.40
7th & 8th terms	5.90
<b>Dry Wall Apprentices</b>	
1st through 4th terms	\$ 4.90
5th term	5.40
6th term	5.40

2-178 I

**Painter - Metal Polisher** **05/01/2012**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

07/01/2011

Metal Polisher \$ 25.60\*

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2011

Journeyworker: \$ 11.12

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

55% of Basic Polisher Rate

9-8A/28A-MP

**Plumber** **05/01/2012**

**JOB DESCRIPTION** Plumber

**DISTRICT 6**

**ENTIRE COUNTIES**

Chemung, Cortland, Onondaga, Schuyler, Tompkins

**PARTIAL COUNTIES**

Madison: Only the Townships of Sullivan, Cazenovia and De Ruyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Canton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone,

Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

**WAGES**

Per hour: 07/01/2011

Plumber/Steamfitter/Weilder/  
 Pipefitter/HVAC \$ 29.86  
 Refrigeration 29.86

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

1st Shift	7:30 AM to 4:00 PM	\$ 29.86
2nd Shift	4:00 PM to 12:00 Midnight	ABOVE RATE PLUS 15%
3rd Shift	12:00 Midnight to 7:30 AM	ABOVE RATE PLUS 20%

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 20.02

**OVERTIME PAY**

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

**HOLIDAY**

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%
\$14.93	\$16.42	\$17.92	\$20.90	\$25.38

Supplemental Benefits per hour worked:

Appr 1st year	\$ 9.50
Appr all other years	19.52*

\*plus term % of \$ .50

6-267-SF

**Plumber** **05/01/2012**

**JOB DESCRIPTION** Plumber

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome, Chenango

**PARTIAL COUNTIES**

Cortland: Only the Township of Marathon.  
 Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Thompkins and Walton.  
 Madison: Only the Township of Georgetown.  
 Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otego, Pittsfield, Unadilla, Westford and Worchester.  
 Tioga: Only the Townships of Newark Valley and Owego.

**WAGES**

Per hour:	07/01/2011	5/01/12	5/01/13
Plumber/	\$28.88	Additional	Additional
Steamfitter	28.88	\$2.25	\$2.25

**SUPPLEMENTAL BENEFITS**

Journeymen \$19.54

Agency-mandated shift operations:

1. Less than 5 consecutive days-Time-and-one-half of regular hourly rate.
2. 5 consecutive work days or more:
  - 1st irregular shift-regular hourly rate plus 10%
  - 2nd irregular shift-regular hourly rate plus 15%

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Apprentices 05/01/2011  
\$ 15.54

**Roofer**

05/01/2012

**JOB DESCRIPTION** Roofer

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

**WAGES**

Per hour	07/01/2011	06/01/2012	06/01/2013
Roofer, Waterproofer	\$ 25.00	Additional \$ 1.00 **	Additional \$ 1.00 **
Green Roofing *	25.25		
Addtl per hr for Pitch removal and application.	.90		
Addtl per hr for asbestos abatement	1.20		

**NOTES:**

Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker.

\* Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

\*\* increase to be allocated at later date

WHEN MANDATED BY THE OWNER OR AGENCY FOR HOURS WORKED AFTER 5:30 PM AND BEFORE 5:30 AM, THERE WILL BE AN ADDITIONAL \$3.75 PER HR PREMIUM.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 15.57
Additional contribution on any asbestos abatement work.	.75

**OVERTIME PAY**

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

\* Saturday may be paid at straight time if it is the 5th day worked, unless it was a previously scheduled work day. But if a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st TERM 55%	2nd TERM 65%	3rd TERM 75%	4th TERM 85%
1st 999 HRS	1000 to 1999 HRS	2000 to 2999 HRS	3000 to 3999
\$13.75	\$16.25	\$18.75	\$21.25

**Supplemental Benefits:**

Appr 1st and 2nd terms	\$ 12.12
Appr 3rd term	14.57
Appr 4th term	15.57

Additional contribution on any  
asbestos abatement work. .75

6-195

**Sheetmetal Worker**

05/01/2012

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

**WAGES**

Per hour:	07/01/2011	05/01/2012	05/01/2013	05/01/2014
Sheetmetal Worker: *(under \$10 million)	\$ 26.64	Additional	Additional	Additional
*(over \$10 million)	27.64	\$.75	\$.75	\$.75

\*For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, FLASHING AND GRAVEL STOP.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 15.95 * plus 3% of hourly wage paid
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\* Note: The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
\$10.66	11.99	13.32	14.65	15.98	17.32	18.65	19.98	21.31	22.64

Apprentices: Supplemental benefits

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$9.08	9.39	9.70	10.00	10.31	10.62	11.96	12.27	12.58	12.89

All apprentices: Plus 3% of hourly wage paid (See note above).

6-58

**Sprinkler Fitter** **05/01/2012**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2011	01/01/2012	04/01/2012	01/01/2013
Sprinkler Fitter	\$ 30.15	\$ 30.15	\$ 31.05	\$ 31.05

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 19.00	\$ 19.15	\$ 19.15	\$ 19.30
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

For Apprentices Hired Prior To 04/01/2010:

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

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

Supplemental Benefits per hour worked

	07/01/2011	01/01/2012	04/01/2012	01/01/2013
1st & 2nd terms	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15
3rd & 4th terms	14.00	14.15	14.15	14.30
All others	19.00	19.15	19.15	19.30

For Apprentices Hired On Or After 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

	07/01/2011	01/01/2012	04/01/2012	01/01/2013
1st & 2nd terms	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15
3rd & 4th terms	14.00	14.15	14.15	14.30
All others	14.75	14.90	14.90	15.05

1-669

**Teamster - Building**

**05/01/2012**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**

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

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

**WAGES**

Per hour:

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

GROUP 2: Tandems and Batch Trucks, Mechanics .

GROUP 3: Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, & self-contained concrete mobile truck.

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

07/01/2011

Building:

GROUPS #1 thru #4

\$ 16.89

GROUP #5

16.89

**SUPPLEMENTAL BENEFITS**

Per hour worked: \$ 6.28

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

6-317AB

**Teamster - Heavy&Highway**

05/01/2012

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:

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

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

07/01/2011

Heavy/Highway

GROUP #1 \$ 21.54  
GROUP #2 21.74

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid: \$ 17.53

**OVERTIME PAY**

See (B, E2, J) on OVERTIME PAGE

**HOLIDAY**

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

6-317a.hh

**Welder**

05/01/2012

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2011

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

**Cortland County Residential**

**Electrician - Residential**

05/01/2012

**JOB DESCRIPTION** Electrician - Residential

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Herkimer, Madison, Oneida, Oswego

**PARTIAL COUNTIES**

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Hill, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lebanon.

Tompkins: Only the Township of Groton

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

**WAGES**

\*\*\*IMPORTANT NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.\*\*\*

Per hour: 07/01/2011  
 Residential & Rehab  
 Electrician \$ 15.75

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

07/01/2011  
 1st shift 7:00 AM to 3:30 PM \$ 15.75  
 2nd shift 3:30 PM to 12:00 Midnight 18.47  
 3rd shift 12:00 Midnight to 8:30 AM 20.70

**SUPPLEMENTAL BENEFITS**

Per hour worked: 07/01/2011  
 Journeyman \$ 7.74 plus  
 \*3% of hourly wage paid

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

**OVERTIME PAY**

See ( B,E\*,Q ) on OVERTIME PAGE  
 \* Double time after 10 hours on Saturday.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour worked:

Apprentices  
 1st period \$ 6.74 plus  
 3% of hourly wage paid  
 2nd period \$ 6.74 plus  
 3% of hourly wage paid

3rd period \$ 7.74 plus  
3% of hourly wage paid

4th period \$ 7.74 plus  
3% of hourly wage paid

6-43r s.o.c.

**Glazier - Residential** **05/01/2012**

**JOB DESCRIPTION** Glazier - Residential **DISTRICT 5**

**ENTIRE COUNTIES**

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

**WAGES**

\*\*\*IMPORTANT NOTE: Applies to work on any single family dwelling, Residential apartment buildings, Town Houses, and Condominiums that have no more than four (4) stories of living space, plus a basement. Any and all buildings, residential or otherwise, over four (4) stories are excluded from this Residential section.\*\*\*

Per hour: 07/01/2011

Residential:  
Glazier \$ 14.25

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 9.99

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

5-677r.2

**Laborer - Residential** **05/01/2012**

**JOB DESCRIPTION** Laborer - Residential **DISTRICT 1**

**ENTIRE COUNTIES**

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates

**WAGES**

Per hour: 07/01/2011

Laborer:  
Demolition / Deconstruction\* \$ 10.00

\* Applies to all residential demolition and deconstruction to be defined as selective dismantlement of building components specifically for the removal of products and materials to be reused, recycled, resold, and used in waste management of disposal. This includes all hand and motorized tools and equipment of the trade, required to perform this type of work. If heavy equipment is used involving this scope of work, these rates DO NOT apply.

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

1-601

**Mason - Building - Residential** **05/01/2012**

**JOB DESCRIPTION** Mason - Building - Residential **DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: Entire county with the exception of the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per hour: 07/01/2011

Bricklayer	\$ 22.91
Cement Mason	22.91
Plaster	22.91
Tuck Pointer	22.91
Stone Mason	22.91

The masonry portion of wood-framed building primarily used for residences not to exceed four (4) stories.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 8.60
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One year term at the following rates:

1st.	2nd.	3rd.	4th.
\$ 12.60	\$ 16.04	\$ 18.33	\$ 20.62

Benefits per hour worked:

1st.	2nd.	3rd.	4th.
\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60

5-3B - Jam - Z2R

**Mason - Tile Finisher - Residential**

05/01/2012

**JOB DESCRIPTION** Mason - Tile Finisher - Residential

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: Entire county with the exception of the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per Hour: 07/01/2011

Tile Finisher: Marble, Slate, Terrazzo and Tile	\$ 18.84
Mason finisher:	18.84

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 7.45
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One year term at the following percent:

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

Benefits per hour worked:

1st	2nd	3rd	4th
\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45

**Mason - Tile Setter - Residential**

**05/01/2012**

**JOB DESCRIPTION** Mason - Tile Setter - Residential

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: Entire county with the exception of the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per hour: 07/01/2011

Tile Setter: \$ 22.81  
Marble, Slate, Terrazzo and Tile

The masonry portion of wood-framed building primarily used for residences not to exceed four (4) stories.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 8.70

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One year term at the following percent:

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

Benefits per hour:

1st	2nd	3rd	4th
\$ 8.70	\$ 8.70	\$ 8.70	\$ 8.70

5-3TS - Z2R

**Sheetmetal Worker - Residential**

**05/01/2012**

**JOB DESCRIPTION** Sheetmetal Worker - Residential

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

**WAGES**

\*\*\*IMPORTANT NOTE: Residential work shall be defined as applying to any single family dwelling or multiple family dwelling up to four(4) stories where each individual family apartment is individually air conditioned and/or heated by a separate and independent unit or system.\*\*\*

Per hour: 07/01/2011

Residential:

HVAC Tech (installs & services) \$ 19.21  
Journeyman (installation only) \$ 16.44  
Level 1 (assistant) \$ 11.06

TO INCLUDE METAL STANDING SEAM ROOFING, FLASHING AND GRAVEL STOP.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Tech & Journeyman \$ 5.13  
Level 1 \$ 4.13

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

6-58r

**Sprinkler Fitter - Residential** **05/01/2012**

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

\*\*\*IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.\*\*\*

Per hour	07/01/2011	01/01/2012	04/01/2012	01/01/2013
Sprinkler Fitter	\$ 22.61	\$ 22.61	\$ 23.29	\$ 23.29

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 19.00	\$ 19.15	\$ 19.15	\$ 19.30
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**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

**HOLIDAY**

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

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

1-669r

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays, if worked

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day

**BEAUTIFICATION PROGRAM  
CONTRACTORS' SIDEWALK GUIDELINES**

**MAINTENANCE OF TRAFFIC AND EXISTING FACILITIES**

**GENERAL**

**I. SCOPE:**

A. The Contractor shall maintain roadways, sidewalks, and cross-walks to such an extent as will give safe, unimpeded, practical use. The work shall be conducted so as to cause a minimum of inconvenience to public travel and to permit safe and convenient access to properties along the line of work. All fire hydrants, fire alarm boxes, water gates, manholes, and catch basins shall be kept accessible for use.

B. The contractor shall provide and maintain all necessary flag persons, barricades, warning lights and signs, and take all necessary precautions for the protection and safety of the public, the workers, and the work. Existing warning signs and devices for public safety shall not be disturbed or obstructed without permission from the responsible authority and an approved substitution made. Properly equipped and protected flag persons shall be provided whenever traffic is restricted or equipment is being operated within the traveled way. In addition, warning signs shall be placed at a reasonable stopping distance both sides of the work. All barricades and signs left in place at night shall be illuminated with blinking lights maintained in operating condition. Where traffic is restricted to one-way travel, at least two flag persons are required on each side of the restrictions.

C. Vehicular and pedestrian traffic shall be maintained on all streets, roads, and highways unless otherwise authorized by the responsible authority. In general, two-way traffic shall be maintained on State highways at all times. All City streets shall be restored to two-way traffic at the end of each day's work. Advance notice shall be given to adjacent property owners whenever the use of private driveways will be restricted.

**II. DUST CONTROL:**

A. The contractor shall control any dust caused by his operations by sweeping, flushing, and wetting, as often as necessary to prevent inconvenience or nuisance. In dry weather, this shall be at a minimum of once per day.

**III. DETOURS:**

A. Where a detour is permitted, the Contractor shall be responsible for establishing, maintaining, and eliminating the detour to the satisfaction of the authority having jurisdiction.

#### **IV. ROADWAY CONTROLS:**

A. All traffic shall be maintained in accordance with the New York State Uniform Traffic Control Devices Manual. When working on State Highways, the contractor should contact the local Department of Transportation office prior to bidding to obtain exact requirements on number of flag persons, type and number of signs, etc. No additional compensation will be allowed for increase in number of flag persons or warning devices if required by New York State Department of Transportation.

#### **SUMMARY WORK**

Work will include the removal of concrete sidewalk, installation of a five foot wide sidewalk and restoration of all work areas. All work must be done in the City of Cortland. The property owner is eligible for a stipend from the City for sidewalk blocks located in the City's right-of-way. The contractor is required to submit a bill to the property owner that itemizes the work performed on the right-of-way (this includes driveway aprons). The Contractor will consult with the DPW on all corner sidewalk blocks with respect to possible curb cuts.

The contractor shall contact the DPW for site inspection of forms prior to placement of concrete.

Sidewalk concrete depth shall be no less than 4" in depth. Where the sidewalk crosses any driveway, the concrete shall be no less than 6" in depth with wire mesh in the driveway section.

A concrete sealer shall be applied to all placed concrete once finishing operations are complete.

The work must adhere to specifications and drawings contained herein, unless otherwise approved by the City of Cortland, Department of Public Works.

#### **I. PREPARATION:**

##### **A. Site Inspection**

1. Prior to all work of this section, carefully inspect the entire site.
2. Locate all existing active utility lines traversing the site. All utilities should be notified. U.F.P.O. telephone number is 1-800-962-7962.

##### **B. Scheduling**

1. Schedule all work in a careful manner with all necessary consideration for neighbors and the public.

2. Avoid interference with the use of, and passage to and from adjacent buildings and facilities.

#### **C. Protection of Utilities**

1. Preserve in operating condition all active utilities traversing the site and designated to remain.

#### **D. Protection of Landscaping**

1. Protect existing trees and other vegetation so indicated from damage, including damage to root systems.
2. Replace any landscaping damaged which cannot be repaired or restored to full growth status to satisfaction of the City's Superintendent of Public Works and Property Owner.
3. Restore all grass areas bordering new sidewalk, reseed, if necessary, to the satisfaction of the City's Superintendent of Public Works and Property Owner.

### **II. REMOVAL OF DEBRIS:**

- A. Remove all debris from the site and dispose of legally at a location arranged and paid for by the contractor. Notify the City's Superintendent of Public Works of this location.
- B. Leave the site in a neat and orderly condition to the approval of the City's Superintendent of Public Works and Property Owner.

### **III. CODES STANDARDS:**

- A. Comply with the following codes and standards, except where stringent requirements are shown or specified:
  1. American Concrete Institute
    - a. ACI 301, "Specifications for Structural Concrete for Buildings"
    - b. ACI 318, "Building Code Requirements"
    - c. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"
    - d. ACI 315, "Manual of Standard Practices for Detailing Reinforced Concrete Structures"

2. NYS DOT Items 608.0101 and 4304.06

#### IV. CONCRETE MATERIALS:

##### A. Portland Cement

1. Comply with ASTM C150, "Portland Cement", Type I.
2. Cement shall be product of one manufacturer.

##### B. Normal Weight Aggregate

###### 1. Fine Aggregate

a. Provide clean, sharp, natural sand, free from, loam, clay, lumps, or other deleterious materials.

b. Comply with ASTM C33, "Concrete Aggregates".

##### C. Water

1. Provide clean potable water.

#### V. CONCRETE ADMIXTURES:

##### A. Air-Entraining Admixture

1. Comply with ASTM C494, "Air-Entraining Admixtures for Concrete".

##### B. Water-Reducing Admixture

1. Comply with ASTM C494 "Chemical Admixtures for Concrete", Type A.

###### 2. Approved products:

a. "Pozzolith ", by Master Buildings

b. "Plastiment", by Sika Chemical

c. "W.R.D.A.", by W.R. Grace

##### C. Calcium Chloride

1. Use of calcium chloride is prohibited in concrete.

## VI. CONCRETE:

### A. General

1. All concrete shall be transit-mixed concrete in accordance with ASTM C94, "Ready-Mix Concrete", or mixed at batch plants in accordance with ACI304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", unless otherwise specifically permitted by the Superintendent of Public Works.

### B. Strength

1. Concrete strength shall be 4000 PSI unless otherwise specified herein.

### C. Water

1. Use only sufficient water to make a workable mix and deposit in forms on job site.

### D. Admixtures

1. Use water-reducing admixture in all concrete.

2. Air entrainment to be used in all concrete.

3. All concrete exposed to weather shall have 5% (plus or minus 1%) entrained air.

4. Other admixtures must be approved in writing by the City.

### E. Slump

<u>Number</u>	<u>Use</u>	<u>Range</u>
1	General Structural	2-1/2 - 3-1/2

### F. Time

1. All concrete shall be placed within 60 minutes of the time of initial adding water, and within 90 minutes of mixing of aggregate and cement.

## **VII. CONCRETE PLACEMENT:**

### **A. General**

- 1. Place in accordance with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete".**

### **B. Acceptability**

- 1. Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials.**
- 2. Do not use retempered concrete.**
- 2. Remove rejected concrete from the project site and dispose of in an acceptable location.**

## **VIII. PROTECTION AND CURING:**

### **A. Leveling**

- 1. Tamp to depress aggregate.**
- 2. Provide slab depressions as indicated on the drawings.**
- 3. Level within 1/8" in ten feet in any direction unless otherwise indicated.**

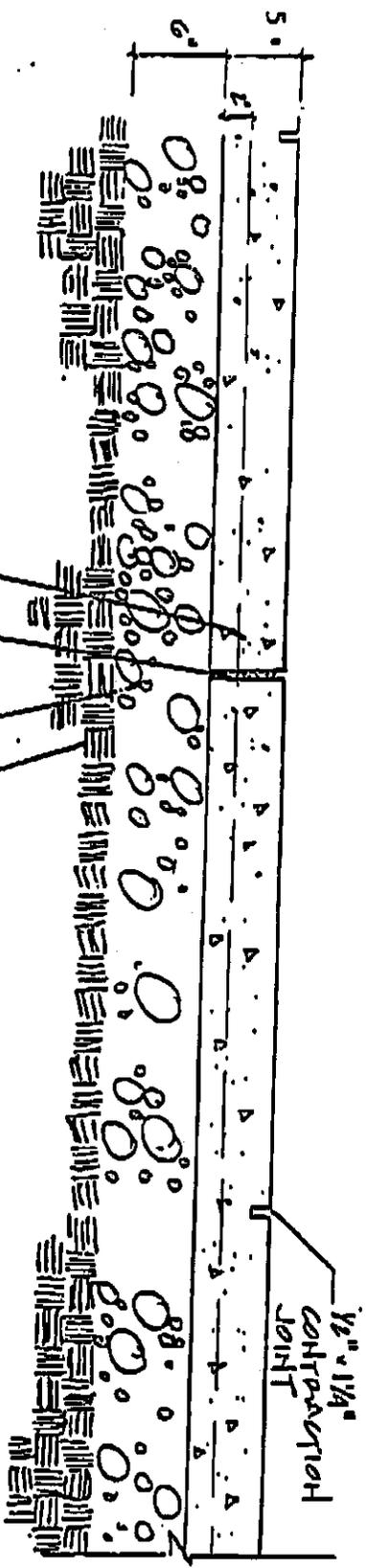
### **B. Finishes**

#### **1. Broom Finish**

- a. Apply to surfaces exposed to view or to receive resilient flooring, paint, or other thin finish.**

### **C. Freeze Protection**

- 1. No concrete shall be placed when temperatures are at or below 32 degrees F or are expected to go below this temperature for a period of 14 days following the pour unless heated and protected in accordance with ACI 306 "cold weather concreting".**



1/2" EXP. INT. W/ PREMOLODED  
FILLER RECESSED 1/2"  
FROM SURFACE, GRADE  
30-0' O.C.

COMPACTED OR UNDISTURBED SUBGRADE  
6" CLEAN WASHED SAND



Note - Where sidewalk crosses a driveway thickness  
will be increased to 6"

Cortland County reserves the right to reject any and all proposals.

### **SELECTION CRITERIA**

Cortland County will assess each proposal based on the following criteria:

- Consultant's approach or method of undertaking or solving the problem
- Project schedule for completion.
- Cost
- Proposals will be reviewed either separately or jointly by the Cortland County Buildings & Grounds Committee and the Budget & Finance Committee
- Final approval will be by resolution by the Cortland County Legislature

### **RFP Format**

- Documentation of Related Experience
- Reference List and Experience with Governmental Agencies
  - Letters of Recommendation
  - Terms, Fees and Expenses Breakdown
- Minority and/or Women Owned Business Certification, if applicable
- Affirmative Action Statement, EEO Policy Statement, and Description of Legal Status of the Entity Submitting the Proposal (i.e. Corporation, Joint Venture)

**Wage Schedule inserted here**

**Sidewalk replacement specifications inserted here**

### **Cortland County Standard Contract Language**

### **AGREEMENT**

**THIS AGREEMENT**, entered into this            day of            , 20\_\_\_\_, by and between the **COUNTY OF CORTLAND**, New York, (the "COUNTY"), a municipal corporation organized

and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and \_\_\_\_\_, (the "CONTRACTOR"), with offices located at \_\_\_\_\_.

**WITNESSETH**, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

**ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE**

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

**ARTICLE 2. TERM**

The CONTRACTOR agrees to perform the services and/or supply goods beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

**ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$ \_\_\_\_\_ within its normal payment period.

**ARTICLE 4. CONTRACTOR'S INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.

(D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

#### **ARTICLE 5. REPRESENTATIONS OF CONTRACTOR**

The CONTRACTOR represents and warrants:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (B) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.

#### **ARTICLE 6. PERMITS AND REGULATIONS**

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### **ARTICLE 7. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

#### **ARTICLE 8. INDEMNIFICATION / HOLD HARMLESS**

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or

arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

#### **ARTICLE 9. INDEPENDENT CONTRACTOR**

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

#### **ARTICLE 10. ASSIGNMENT**

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

#### **ARTICLE 11. REQUIRED PROVISIONS OF LAW**

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

#### **ARTICLE 12. VENUES AND DISPUTES**

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

#### **ARTICLE 13. REMEDIES**

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

#### **ARTICLE 14. NOTICES**

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR:

To the COUNTY:

Chairman of the Legislature  
County of Cortland  
60 Central Avenue  
Cortland, New York 13045

#### **ARTICLE 15. SEVERABILITY**

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

#### **ARTICLE 16. WAIVER**

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other

term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**ARTICLE 17. MODIFICATION**

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**ARTICLE 18. EXECUTORY CLAUSE**

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

**ARTICLE 19. RECORDS RETENTION AND AUDIT**

The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.

**ARTICLE 20. APPLICABLE LAW**

This Agreement is governed by the laws of the State of New York.

**ARTICLE 21. PRIVACY AND SECURITY (HIPAA)**

**(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES  
WHICH RELATE TO MEDICAL RECORD-KEEPING)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit \_\_\_\_\_".

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

**COUNTY OF CORTLAND**

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

BY:

Robert J. Williams, Chairman,  
Cortland County Legislature

Acknowledgement

STATE OF NEW YORK )  
COUNTY OF CORTLAND ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael R. Park**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**CONTRACTOR**

(name of company)

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

BY:

\_\_\_\_\_  
(NAME OF SIGNATORY)

\_\_\_\_\_  
(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT \_\_\_\_\_**

**PRIVACY AND SECURITY (HIPAA)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient's PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County's patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
  - 1. Properly manage and administer its functions.
  - 2. Meet its legal responsibilities.
  - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
  - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
  - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
  - 1. For patients to review their PHI.
  - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
  - 3. To allow the Secretary of Health and Human Services to determine County's compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:

1. CONTRACTOR agrees that it shall not use or disclose any patient's PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.
2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.

6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
  7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
  8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
  9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services ("HHS") or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR's activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.

