

VILLAGE OF NYACK
ROCKLAND COUNTY, NEW YORK

VILLAGE BOARD OF TRUSTEES

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DON HAMMOND, DEPUTY MAYOR

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JAMES POLITI, VILLAGE ADMINISTRATOR

WALTER R. SEVASTIAN, ESQ., VILLAGE ATTORNEY

SPECIFICATIONS

NYACK MUNICIPAL MARINA
SEDIMENT REMOVAL

June 2016

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NOTICE TO BIDDERS

VILLAGE OF NYACK, NEW YORK

PLEASE TAKE NOTICE that sealed proposals will be received by the Village of Nyack, 9 North Broadway, New York, on or before 4:00 PM on Wednesday, June 29th, 2016. The bids are requested for the furnishing of all labor and material, tools, equipment, and incidental items required for the satisfactory completion of the project entitled:

NYACK MUNICIPAL MARINA SEDIMENT REMOVAL

The scope of work for this project will consist of removing an estimated 2,500 cubic yards of sediment material over an approximate 55,500 square foot area at Nyack Municipal Marina in accordance with drawings G00 and C00-C04, and the specifications referenced herein. The contractor shall be responsible for maintenance and protection of traffic throughout the course of construction and installation of erosion control measures throughout the course of construction.

Consistent with federal mandates, the Village solicits bids from any and all parties including but not limited to minority businesses and enterprises owned and conducted by women.

The Contract Documents may be examined and copies obtained at the Office of the Village Clerk, Monday through Thursday from 10:00AM to 4:00PM. The Contract Documents may also be obtained from Catherine Hanna, EIT of BlueShore Engineering LLC, via email at channa@blueshorellc.com.

Each proposal shall be accompanied by a certified check, or bid bond executed by a surety company, in the amount of not less than ten (10) percent of the total amount of the proposal, conditioned that if the proposal is accepted, the bidder will enter into a contract for the work and that he will execute such further security as may be required for the faithful performance of the Contract.

All bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable federal, state and local statutes. The successful bidder will be required to comply with all pertinent state and federal regulations. The Rockland County Office of Community Development is available to explain the regulations and to instruct contractors in the preparation of the required state forms.

The lowest qualified bidder meeting the requirements of the Contract Documents will be awarded the bid. The Village Board reserves the right to accept or reject any or all portions of the proposal, and to re-advertise for same, should the best interest of the Village thereby be promoted. The Village also reserves the right to reject any proposal that is informal, or waive any informality in the bidding document.

MARY WHITE, VILLAGE CLERK
VILLAGE OF NYACK

Dated: June 2016

INFORMATION TO BIDDERS

I-1 - Preparation of Proposal

Proposals must be submitted on the form contained herein. All blank spaces for the lump sum and unit prices must be filled in for each and every item, in ink, in both words and numerals, as required. All proposals must be submitted in sealed, opaque envelopes bearing on the outside, the name of the bidder, his/her post office address, and the name of the project for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the proposal must be marked as directed above, addressed and enclosed in another envelope and marked as directed above.

The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and address must be shown. If made by a firm, partnership, or corporation, the proposal must be signed by an official of the firm, partnership, or corporation, authorized to sign contracts, and must also show the post office address of the firm, partnership, or corporation. The Corporate resolution of authority shall also be completed when applicable.

All attachments required under the proposal section shall be prepared and attached to the bidder's proposal forms.

Note: All specifications, drawings and other Contract Documents shall be returned with the bid proposal.

I-2 - Errors in Proposal

In the event that the price amount in words differs from the price amount in numerals, the price amount in written words shall be binding. In the event of a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event of error in the bidder's extended summation, the computed summation by the Engineer shall govern.

I-3 - Condition of Site

The Village, upon request of the bidder, and if deemed necessary by the Village, will arrange for a representative to show him the site. Each bidder shall make a careful investigation of the site and inform himself thoroughly as to the nature of the work and the surface and underground conditions.

The bidder shall carefully examine and acquaint himself with the Drawings and Specifications. No information furnished by the Village upon such matters shall, in any way, relieve the Contractor from risk or responsibility in fulfilling all of the terms of the Contract of the prices bid.

I-4 - Estimated Quantities

There are no estimated quantities requested with this bid.

I-5 - Interpretations and Addenda

No interpretations of the meanings of any portions of the Contract Documents will be made to any prospective bidder orally. Every request for such interpretation or correction should be in writing via email to Catherine Hanna, EIT of BlueShore Engineering, and LLC at channa@blueshorellc.com, and to be given consideration must be received at least 3 business days prior to the date fixed for the opening of bids. Any and all such interpretations or corrections, and any supplemental Documents, will be emailed by certified mail, with return receipt requested, or faxed with return confirmation required, to all prospective bidders, at the respective addresses/fax numbers furnished for such purposes, not later than 3 days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Only the written interpretation, correction and addenda so given by the Engineer shall be binding, and prospective bidders are warned that no other officer, agent or employee of the owner is authorized to give information concerning, or to explain or interpret, the Contract Documents.

I-6 - General Instructions

- 1 - The Village will not be responsible for premature opening of a bid, not properly addressed and identified.
- 2 - The Village is exempt from all Federal Excise, Transportation or New York State Sales taxes.
- 3 - Any bidder may withdraw his bid before the time set for receipt of bids. No bid may be withdrawn in the sixty (60) day period after the bids are received.
- 4 - As required by the State of New York, all contractors and sub-contractors on municipal construction work must pay wages that are equal to, or greater than, the prevailing wage rates as determined by the New York State Department of Labor. The bidders shall be responsible for obtaining the latest wage rate determination from the Department of Labor, before submitting the bid.
- 5 - Pursuant to Section 103-d of the General Municipal Law, as amended, all bids must be accompanied by a Statement of Non-Collusion, Subscribed and affirmed by the Bidder. This statement is attached hereto and must be fully executed and submitted with the bid. Failure to submit this statement, properly executed, will result in rejection of the bid.

6 - Bidders must comply with the regulations of the "Anti-Kickback Act" of June 13, 1934 and all amendments thereto.

7 - Pursuant to Section 3 of the Housing and Community Development Act of 1968, bidders must, to the greatest extent possible, provide opportunities for training and employment to lower-income residents of the Village and County.

8 - The successful bidder shall submit, at the time of execution of the Contract, and affirmative action plan, as required by the U.S. Department of Housing and Urban Development.

9 - As required by the Davis-Bacon Act, all contractors and subcontractors on construction work must pay wages that are equal to or greater than, the prevailing wage rate determined by the Federal Government. Contractors and subcontractors will be required to submit weekly payroll records certifying actual wages paid.

10 - Bidders submitting bids in excess of \$10,000 must comply with Executive Order 11246 entitled "Equal employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulation. Contractors and subcontractors shall be required to report once each month during the construction of the project, as to the composition of their work force. Reporting forms will be provided at a pre-construction conference.

11 - Bidders submitting bids on construction projects in excess of \$2,000 must comply with Sections I 03 and I 07 of the Contract Work Hours and Safety Act, as supplemented by the Department of Labor regulations.

12 - On all construction projects exceeding \$100,000, the successful bidder must provide, at the time of execution of the contract, all performance bonds, labor and materials bonds, and all insurance certificates, all as set forth in the Agreement section of these Contract Documents.

I-7 - Qualifications of Bidders

The Village may make such investigations as it deems necessary to determine the ability of each bidder to perform the work, and each bidder shall furnish all such information and data for this purpose, as the Village may request.

It is the intent of the Village to award the Contract to the lowest qualified bidder who furnishes satisfactory evidence that he is responsible and that he has sufficient capital, ability, experience and plant to enable him to prosecute the work successfully, and to fulfill all the requirements of the Contract.

FORM OF PROPOSAL

TO: Village Clerk
Village of Nyack
Nyack, New York 10960

The undersigned hereby declares that he has carefully examined the Contract Documents and site of the project and that he offers to enter into contract with the Village of Nyack, Rockland County, New York, to furnish all labor materials, tools and equipment required for the satisfactory completion of the construction project entitled:

**NYACK MUNICIPAL MARINA
SEDIMENT REMOVAL**

The undersigned further declares that he will provide all necessary means of construction to complete the project as called for in the Contract Documents for the following lump sum and unit prices:

BASE BID

The project shall be bid in lump sums for each of the following items,

TOTAL BASE BID (ITEM 1) =

_____ (Dollars)

(Amount in Words)

UNIT PRICE

The project shall be bid in unit prices for each of the following items,

**UNIT PRICE 1 – FINAL QUANTITY VARIANCE FROM BASE BID
QUANTITY (PER CUBIC YARD) =**

_____ (Dollars)

(Amount in Words)

SCHEDULE

ESTIMATED TIME REQUIRED FOR PROJECT COMPLETION UPON RECEIVING THE AWARD FROM THE VILLAGE OF NYACK (INCLUDES TIME NEEDED FOR CONTRACT EXECUTION) =

(Time in Calendar Days)

(Amount in Words)

Accompanying this proposal is a bid bond in the amount of ten percent 10% of the total computed price (including alternates) indicated in this proposal, made out to the Village of Nyack in the form of a certified check or surety bond issued by a Surety Company authorized to do business in the State of New York.

In submitting this proposal, the undersigned understands that the Village of Nyack reserves the right to accept or reject any or all portions of the proposal. An award of contract will be made on the basis of the lowest responsible Total Base Bid together with the sum of those alternate bid items chosen by the Mayor and Board of Trustees. The undersigned also understands that payment will be in accordance with the terms of the Contract Documents.

The undersigned agrees to deliver an executed contract to the Village Clerk within ten (10) days after notification of award, together with the required insurance coverage and bonds as set forth in the Contract Documents.

A statement of non-collusion is attached hereto and the fully executed copy shall be made a part of this proposal.

In submitting this proposal for consideration, the undersigned agrees that the site, Drawings, Specifications and Contract Documents as well as all other pertinent data are clearly understood and that there are no areas that require further clarification.

Submitted by: _____
(Signature)

(Print Name)

Dated: _____
(Title)

Attachments: Certified Check
Or Surety Bond
Statement of Non-Collusion

(Company)

Corporate Resolution
of Authority

(Street Address)

Sworn to this _____ day of _____, 2016.

(City, State & Zip)

Notary State of New York

(Telephone/Fax Number)

(Email Address)

NON-COLLUSION AFFIDAVIT

TO: Village Clerk
Village of Nyack
Nyack, New York 10960

By Submission of the attached bid or proposal, the bidder certifies that:

A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor.

C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.

D. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Dated: _____

By: _____

(Title)

(Company)

Sworn to this ___ day of _____, 2016.

Notary, State of New York

CORPORATE RESOLUTION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required in such bid by Section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors held on this ____ day of _____, 2016.

(Seal of the Corporation)

Secretary

Sworn to before me this _____

day of _____, 2016.

Notary Public

BIDDER QUALIFICATIONS AND REFERENCES

To demonstrate qualification for performing the Work of this Contract, Bidders shall submit written evidence of previous experience similar in nature and scope.

1. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project: \$ _____

2. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project: \$ _____

3. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project: \$ _____

4. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project: \$ _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the VILLAGE OF NYACK, ROCKLAND COUNTY, NEW YORK, hereinafter referred to as the "Village", a municipal corporation, organized and existing under the laws of the State of New York, having its principal place of business at 9 North Broadway, Nyack, New York, and

hereinafter referred to as the "Contractor"

WITNESSETH, that the Village and the Contractor, for the consideration hereinbefore named, agree as follows:

ARTICLE I: Work Included.

The Contractor shall furnish all the labor and materials, tools and equipment, of every kind required to construct and complete in the most substantial and workmanlike manner, the construction of the following project:

NYACK MUNICIPAL MARINA SEDIMENT REMOVAL

all in accordance with the Drawings and Specifications attached hereto and made a part hereof.

ARTICLE II: Payment.

The Village agrees to pay to the Contractor, pursuant to ARTICLE VIII herein, the total sum due under the lump sum and unit prices stipulated in the Form of Proposal, for the complete performance of the work, as approved by the Engineer.

At the start of the work, the Contractor shall submit a detailed breakdown of the lump sum and unit price bid items for the Contract. This breakdown, modified as directed by the Engineer, will be used as a basis for preparing pay estimates.

On the fifteenth of each month after construction has commenced, the Contractor may prepare an estimate of all work performed during the previous calendar month. Within ten days, the Engineer shall make any corrections based on actual work completed, and with the Contractor's approval, forward the agreed upon partial payment to the respective agencies for payment. Retainage will be withheld from each estimate as approved.

Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate is less than five thousand dollars (\$5,000). No partial payment will be made for any materials or equipment until they are incorporated in the work.

All materials and work covered by partial payments made shall thereupon become the sole property of the Village, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work, or as a waiver of the right of the Village to require the fulfillment of all of the terms of the Contract.

ARTICLE III: Documents Forming Contract.

The Contract (and Contract Documents) shall be deemed to include the Notice to Bidders, Information to Bidders, the Contractor's completed Form of Proposal, the Agreement, the Non-Collusion Statement, the General Provisions, the Technical Specifications, the drawings, any changes to the Contract Documents if the same are issued prior to the date of receipt of proposals, and all provisions required by law to be inserted in the Contract whether actually inserted or not. The scope of these Contract Documents shall not be changed without prior written authorization by the Mayor and Board of Trustees, Village of Nyack.

ARTICLE IV: Examination of Documents and Site.

The Contractor agrees that before making his proposal, he has carefully examined the Contract Documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and the labor and materials to be furnished for the completion of this contract, and that this information was secured by personal investigation and research and not from the estimates or records of the Village, and that he will make no claim against the Village by reason of estimates, tests or representations of any officer or agent of the Village.

ARTICLE V: Date of Completion.

The Contractor further agrees that he will begin the work herein embraced within ten (10) working days of the date of the Contract execution, unless the consent of the Village, in writing, is given to begin at an earlier date, and that he will prosecute the same so that it shall be entirely performed and completed within thirty (30) calendar days of the date of the Contract execution.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless established in writing and signed by the Village. Such extensions shall be for such time, and upon such terms and conditions, as shall be fixed by the Village which may include a charge for inspection and engineering expenses actually incurred upon the work. Notice of application for such extension shall be filed with the Village Clerk at least 15 days prior to the date of completion fixed by the terms of this contract.

ARTICLE VI: Alterations and Omissions.

The said work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Village, other than the consideration named in this Agreement.

The Village reserves the right at any time during the progress of the work to alter the Drawings, or omit portions of the work as it may deem reasonably necessary in the public interest; making allowances for additions and deductions (at the prices named in the proposal, or on terms mutually acceptable to the Village and the Contractor) for this work without constituting grounds for any claim by the Contractor or allowances for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work actually performed.

ARTICLE VII: No Collusion or Fraud.

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or Proposal submitted by the Contractor for this Contract are named herein, and that no other person other than those mentioned herein has any interest in the above named proposal or in the securing of the award, and this contract has been secured without connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared, and the Contract secured without collusion or fraud and that neither any official nor employee of the Village has or shall have a financial interest in the performance of the Contract or in the supplies, work, or business to which it relates, or in any portion of the profits thereof.

ARTICLE VIII: Final Acceptance and Final Payment.

After the Contractor has completed the required construction and after the Engineer has made his final inspection, and when said final inspection indicates that all work is satisfactorily completed, the Engineer shall so certify in writing to the Mayor & Village Board and the date of the final inspection shall be the date of completion of the work under this contract. Payment of the contract price will be made within thirty (30) days after final inspection and the issuance of the Engineer's Certification of Completion.

No money shall be due under this Contract if any lien is filed against the money due. Upon completion of the work, the Contractor shall furnish a complete listing of all subcontractors and material men who have participated on this project, and each named party shall be required to submit an affidavit that they have been paid in full, and that no liens have been, or will be filed against the work on this project. If there are any outstanding liens, the Contractor shall furnish a notarized satisfaction of lien. Prior to final payment, the Contractor shall provide the Engineer with said affidavit or bond, as required.

If any lien remains unsatisfied after all payments are made, the Contractor and its surety shall refund the Village all monies that the Village may be compelled to pay in discharging such lien, including costs and a reasonable attorney's fee.

Before the final acceptance of the work, and as a prerequisite to the release of the final payment, the Contractor shall secure a written statement from the Village relative to the lands occupied by him, certifying to the satisfactory condition of all restorations.

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Village from all claims and liability to the Contractor for anything done or furnished in connection with this work and for any act or neglect of the Village relating to or affecting the work. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligation under this Contract or under the Performance or Maintenance Bonds.

ARTICLE IX: Right to Suspend Work and Cancel Contract.

It is further mutually agreed that if any time during the prosecution of the work, the Engineer shall determine that the work upon the contract is not being performed according to the Contract, or for the best interests of the Village; that the Board of Trustees of the Village may suspend or stop the work under the Contract while in progress, and that the Board of Trustees shall cause thereupon the work to be completed in such manner as will be in accord with the Contract, and be for the best interest of the Village, or it may cancel the Contract and readvertise and relet same as provided by law.

Whenever the Village determines to suspend or stop work under this Contract, written notice sent by registered mail to the Contractor at his address, and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE X: Removal of Rejected Work and Materials.

The Contractor agrees that all work or material which may be rejected by the Village or its representative, shall be removed at once from the site of work by the Contractor at his own expense, and replaced by work or material satisfactory to the Village.

ARTICLE XI: Insurance.

The Contractor shall procure and maintain at his own expense and without expense to the Village, until the final acceptance by the Village of the work covered by this Contract, liability insurance for damages imposed by law, of the kinds and in the amount as follows: \$1,000,000 per person for bodily injury, \$1,000,000 each accident (aggregate), and \$1,000,000 for each property claim, \$2,000,000 each accident (aggregate).

The Contractor shall also obtain at his sole expense, the statutory limits for Worker's Compensation, said insurance to be procured from the insurance companies authorized to do such business in the State of New York, covering all operations under the contract,

whether performed by the Contractor or by any subcontractor and shall maintain such insurance in force for the duration of this Contract. All insurance policies required under this Contract shall include in addition to the Contractor's name, the following named insured parties: The Village of Nyack.

Before commencing the work, the Contractor shall furnish to the Village Clerk, a certificate or certificates of insurance, in a form satisfactory to the Engineer and the Village Attorney showing compliance with this Article. All insurance shall be issued by companies authorized to do business in the State of New York who have certificates of solvency, and shall have a thirty (30) day noncancellable clause. In the event of the cancellation, said policy shall be replaced by an equivalent insurance prior to the cancellation date. The certificate of insurance shall note any additionally insured parties for work performed in easements, both permanent and temporary, which are outside of the public Right of way.

Insurance shall be provided prior to commencement of operations. All insurance shall be on forms and with insurance companies acceptable to the VILLAGE OF NYACK.

1. Commercial General Liability (CGL) on a form at least equal to ISO form # CG 00 01 12 07 with no restrictive endorsements and limits at least equal to \$1,000,000 per occurrence, \$2,000,000 aggregate. Policy to be endorsed to:
 - a. *Include* the Village of Nyack and its officers, agents, employees, affiliated boards, authorities, and commissions as additional insureds (Hereafter "VILLAGE OF NYACK"). (For work performed for the VILLAGE OF NYACK use endorsements at least equal to ISO forms CG 20 26 07 04 and CG 20 37 07 04; for permits issued by the VILLAGE OF NYACK use an endorsement at least equal to ISO form CG 20 12 07 98.) AND
 - b. Provide that the policy will be primary to and non-contributory with any other insurance available to the additional insured.
 - c. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy shown in the certificate.
 - d. At the VILLAGE OF NYACK's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
 - e. The certificate must be signed by an official of the insurance company or by a duly appointed agent of the insurance company and must be accompanied by a signed statement made subject to the penalties for perjury attesting to the signer's status.
 - f. For construction projects, contractor's policy must include Designated Construction Project (S) General Aggregate Limit endorsement at least equal to ISO CG 25 03 03 97 and must maintain completed operations coverage for 3 years after job completion.

IMPORTANT: *A copy of the endorsement that triggers additional insured status for the VILLAGE OF NYACK must be attached to the certificate.*

2. Pollution/Environmental Impairment Liability. If the work to be performed involves any possible pollution/environmental impairment issues such as work involving herbicides, pesticides, asbestos, lead, storage tanks, etc., the CONTRACTOR must carry pollution/environmental impairment liability insurance in a form acceptable to the VILLAGE OF NYACK with limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate. The Limits shall be per location. If the policy is written on a claim-made basis, CONTRACTOR must agree to maintain the coverage for three years following completion of the work.
3. Automobile Liability (AL) on a form at least equal to ISO form # CA 00 01 03 06 with no restrictive endorsements and a limit at least equal to \$1,000,000 per occurrence. Policy must cover "Any Auto" (Symbol 1).
4. Workers Compensation (WC) providing full statutory coverage and employers liability coverage (EL). Where there is any exposure adjacent to navigable waters, policy must include US Longshore and Harbor Workers Compensation. NOTE: ACORD forms cannot be used to show evidence of Workers Compensation Insurance to governmental entities. Use Form C-105.2 (9-07) "CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE", if coverage is provided by a commercial insurer or form # U-26.3, if coverage is provided by the NY State Fund.
5. Umbrella Excess liability applying over Commercial General Liability, Auto Liability, and Employers Liability. The limits of such coverage must be at least \$5,000,000 per occurrence/\$5,000,000 aggregate or the limits of excess liability coverage carried by the contractor, whichever is greater. Aggregate shall not apply to any coverage that is not subject to an aggregate in the underlying policy.
6. New York State Disability Benefits Law Coverage using form # DB-120.1 (5/06) "Certificate Of Insurance Coverage Under The NYS Disability Benefits Law". NOTE: ACORD forms cannot be used to show evidence of Disability Benefits Insurance to governmental entities.
7. All other insurance required by law or that the VILLAGE OF NYACK may reasonably require.
8. **IMPORTANT:** No deductibles or self-insurance retentions (SIR) are permitted without the specific written consent of the VILLAGE OF NYACK. If the policy contains a deductible or self-insured retention, (insert name of party providing the certificate of insurance) shall be responsible to pay the deductible or SIR.
9. Provisions requiring the same insurance coverage, contractual liability, and certificates of insurance shall be included in all contracts with sub-contractors engaged by the contractor or its sub-contractors in connection with this project.
10. All policies shall be written with insurance companies licensed and admitted to do business by the State of New York and rated by A M Best Company at least A-minus financial strength rating and IX financial size category.
11. All policies shall be endorsed to require at least 30 days advance notice by certified mail, attention of James Politi, VILLAGE OF NYACK, 9 N. Broadway, Nyack, NY 10960 of cancellation, non-renewal or reduction in coverage.

12. At least 30 days prior to the commencement of services covered by the contract the following must be submitted:
 1. Evidence of valid insurance for these coverages, AND
 2. A letter signed by an agent of the insurer attesting that the policies meet these requirements.

Failure of the VILLAGE OF NYACK to enforce any of these items shall not waive the responsibility of the contractor or permittee to comply with these requirements.

ARTICLE XII: Compliance with Laws.

The Contractor shall comply with all the provisions of the Laws of the State of New York and of the United States of America which affect municipalities and municipal contracts and more particularly the Labor Law, the General Municipal Law, the Worker's Compensation Law, the Lien Law, the Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, Department of Labor Occupational Safety and Health Act, Executive Orders, State, Local and Municipal Health Laws, rules and regulations and any and all regulations promulgated by the State of New York and/or amendments and additions thereto insofar as the same shall be applicable to any contract awarded hereunder, with the same force and effect as if set forth at length herein.

The Contractor shall file all required permits and obtain all required inspections as specified herein, and as required by law. All fees for permits or inspections required by the Village shall either be waived or paid for by the Village. All fees for permits or inspections required by outside agencies shall be the responsibility of the contractor.

ARTICLE XIII: Assignments.

This Contract shall not be assigned, transferred, conveyed, or sublet by the Contractor to any other person, company or corporation, without previous consent, in writing, by the Mayor and Board of Trustees of the Village of Nyack.

ARTICLE XIV: Bonds.

The Contractor shall procure and deliver to the Village, and maintain at his own expense and without expense to the Village until final acceptance by the Village of the work of this contract, the required bond or bonds, including, but not limited to any required cash bond or bonds.

A bid bond in the amount of ten percent (10%) of the work proposed in the Base Bid proposal shall accompany the proposal when submitted. This bid bond shall be in the form of a certified check or surety bond payable to the Village of Nyack. Any surety bond shall be conditioned that if the bidder is successful, the surety company will furnish the bidder with a performance and completion bond, as well as a labor and material payment bond, all as described herein below. The bid bonds shall be returned to the unsuccessful bidder(s) within fifteen (15) days after the notification of award, following the opening of bids by the Village Clerk. This bid bond shall be considered to be forfeited in the event the successful bidder does not execute this Agreement within the time period hereinafter stipulated.

The bond shall be used by the Village to the extent required to execute a contract with the next low bidder submitting an acceptable proposal.

Prior to commencing work, the Contractor shall furnish a performance and completion bond and a labor and material payment bond in the full amount (100%) of the Contract price, issued by companies authorized to do business in the State of New York and shall be noncancellable. The performance and completion bond and the labor and materials payment bond shall be considered forfeited in the event the Contractor does not complete the work set forth in the Contract documents, in the manner of, or within the time limit prescribed. The bond shall be used by the Village to complete the outstanding work or to pay the outstanding claims thereof.

Simultaneously with final completion of this Contract, the Contractor shall furnish a prepaid maintenance bond in the amount of one hundred (100) percent of the total contract price, which bond shall guarantee that all defects and flaws in workmanship and/or materials included in the work under this Contract shall be corrected at no cost to the Village. The Maintenance bond shall be issued by a surety company satisfactory to the Village, and shall be effective for a period of one year from the date of final acceptance of the entire project, even though portions of the work may have been accepted and placed in service prior to final acceptance of the entire project.

ARTICLE XV: Successors.

This agreement shall bind the successors and representatives of the parties hereto.

ARTICLE XVI: Defense of Actions or Suits.

To the fullest extent permitted by law, subcontractor shall defend, indemnify and hold harmless contractor, contractor's other subcontractors, architect/engineer, owner and their agents, consultants, employees and others as required by this agreement from all claims for bodily injury and property damage that may arise from performance of subcontract work to the extent of the negligence attributed to such acts or omissions by subcontractor, subcontractor's subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Subcontractor waives any rights of subrogation against the contractor and shall require subcontractor's agents to waive subrogation rights against contractor. Subcontractor is responsible for loss or damage to owned or leased equipment used

by subcontractor or subcontractor's agents on the project, and subcontractor and subcontractor's agents and insurers of said equipment waive any right of recovery or subrogation in favor of contractor. Contractor and subcontractor waive all rights against each other and against all other subcontractors and the owner for loss or damage to the extent reimbursed by insurance applicable to the work, except such rights as they may have to the proceeds of such insurance.

ARTICLE XVII: Verbal Statements Not Binding.

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Engineer or other representatives of the Village, and such statements shall not be effective or be construed as entering or forming part of; or altering in any way whatsoever the written agreement.

ARTICLE XVIII: No Waiver of Rights.

Neither the inspection by the Village or the Engineer or any of its or their employees, nor any order, measurement or certificate by the Engineer, nor any order by the Village for the payment of money, nor any payment for, or acceptance of, the whole or part of the work by the Engineer or the Village, nor any extension of time, nor any possession taken by the Village or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Village, or in any rights for damages herein provided; nor shall any waiver of any breach of this Contract be held to be waiver of any subsequent breach.

Any remedy provided in this Contract shall be taken and construed as in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Village shall be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

ARTICLE XIX: Determination as to Ambiguities, Variances, and Suitability.

In the case of any ambiguity in the Drawings, Technical Specifications, or maps, or between any of them, the matter must be immediately submitted to the Engineer who shall adjust the same, and his decision in relation thereto shall be final and conclusive upon the parties.

All materials supplied under this Contract shall be first-class in every respect and are subject to the approval of the Engineer who shall be the sole judge of their quality and suitability for the intended purpose.

Anything shown on the Drawings and not mentioned in the Technical Specifications, or mentioned in the Technical Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Drawings and the Technical Specifications, the matter shall be

submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive and binding on the Contractor; it being understood and agreed that the more stringent interpretation was made by the Contractor in the preparation and submission of his bid.

ARTICLE XX: Notice Procedures.

Any notice from one party to the other, under the Contract, shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party.

All inquiries between parties of this Contract pertaining to details, progress and coordination of the work shall be considered binding only when in writing and directed through the Engineer.

ARTICLE XXI: Arbitration.

Any controversy or claim arising out of, or relating to, this Contract, or the breach thereof, shall at the option of the Village, be settled by arbitration in accordance with the rules of the American Arbitration Association by three (3) arbitrators, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be held in the Rockland County Office Building in New City, New York.

ARTICLE XXII: Statutory Reference.

All provisions of law pertaining to public contracts are considered inserted here by reference, including without limitations, Section 222 of the Labor Law giving preference to citizens of the State of New York, Section 220-e of the Labor Law prohibiting discrimination on account of race, creed, color or national origin, Section 220, Subdivision (a) of the Labor Law pertaining to statements showing amounts due for wages and supplements to be filed and verified and Section 220 of the Labor Law pertaining to hours and wages, and Sections 109 and 103-a of the General Municipal Law. Compliance with all Federal laws and regulations are also considered inserted by reference, as are any included as an appendix to this document.

ARTICLE XXIII: Contract Execution.

The Bidder to whom the award is made shall furnish the Village Clerk, within ten (10) days of such award, an executed Contract accompanied by such certificates of insurance and bonding certifications as required under this Contract. Such certificates shall be considered to be part of the Contract Documents, and carried in full force during the project life, until final acceptance.

ARTICLE XXIV: Labor Standard and Minimum Wages.

Minimum wages to be paid by the Contractor during the term of the Contract shall be the State of New York Department of Labor Wage Rate Schedule. Wage schedules shall be those in effect as of the date of signing of the Contract, including all subsequent amendments.

IN WITNESS WHEREOF, the said Village of Nyack caused its corporation seal to be affixed hereunto, and these presents to be signed by its Mayor, and to be attested by its Village Clerk, both duly authorized so to do; and the Contractor has hereunto caused its corporate seal to be affixed hereunto and these presents to be signed by its _____ and to be attested to by its _____ as both being duly authorized to so do the day and year first above mentioned.

ATTEST:
VILLAGE OF NYACK

ATTEST:
CONTRACTOR

By: _____
Mayor, Village of Nyack

By: _____

(Title)

By: _____
Village Clerk, Nyack

For: _____
(Company)

(SEAL)

Notary, State of New York

Dated: _____

GENERAL PROVISIONS

G1 - Protecting Existing Structures

The Contractor shall be held responsible for checking the location of all existing surface and subsurface structures for any possible interferences. A "Code 5.3" request shall be initiated, along with all additional on-site investigations for the underground utilities.

During excavation, the Contractor shall take every precaution including hand digging where necessary to avoid any movement of earth or rock that would damage or endanger existing surface or subsurface structures, including but not limited to gas and water services. The Contractor shall satisfactorily shore, support and protect any and all pipes, conduits, and structures affected by his work, and shall be responsible for any damage resulting thereto. Any service or utility broken or damaged by the contractor, unless ordered removed, shall be replaced, repaired or restored to the satisfaction of the Engineer.

During construction, where pipes, conduits, or other structures cross or parallel the structures to be installed under the Contract, at such elevations or so close as to interfere with the work or with the structures, they shall be supported and maintained in service by the Contractor, until the Village can arrange for their relocation.

Before beginning any excavation, the Contractor shall give at least 48 hours written notice of his intention to do so to any companies and parties that have any pipes, conduits, poles or other structures which may be affected by such excavations. He shall give such companies and parties convenient access and every facility for removing, shoring, supporting or otherwise protecting such pipes or structures and for replacing them, as they may deem necessary.

G2 - Protection and Public Safeguards

The Contractor shall confine his operations to the Village property unless the Village has notified the contractor that easements have been obtained. The Contractor shall be responsible for damages resulting from trespassing upon adjacent lands, or damages to adjacent lands or property resulting from action of his agents or his employees. The Contractor shall diligently and promptly report in writing to the Village each such claim of injury or trespass which is asserted.

The Contractor shall conduct the work at all times in such manner that public travel in any area open to such travel shall not be needlessly inconvenienced nor wholly obstructed at any point. The Contractor, as directed, shall build and maintain such temporary passageways and bridges as shall be deemed necessary for convenient access to the various parts of the work, for access to adjacent buildings and properties and for other necessary purposes incidental to the work. He shall not deprive any person of safe and

proper access to buildings or property except with the consent of the occupant, and after due notice to the Engineer. Free access must be maintained to every hydrant, valve box or valve chamber.

The Contractor shall be responsible for all legal notices to the public and shall provide suitable and legal barricades, red lights, "Danger" or "Caution" signs at all places where the work constitutes in any way a hazard to the public. All barricades and obstructions shall be delineated by lights which shall be provided at all obstructions and shall be kept operable from sunset until dawn, all in accordance with the standards of the "Manual on Uniform Traffic Control Devices".

The Engineer will designate areas, adequate in his judgment for the use of the Contractor, and will provide proper right of access to such areas. If the Contractor desires the temporary use, during construction, of land or lands to which the Village has no rights, he shall secure written permission from the owners of the land and shall file a duplicate copy of such permission with the Engineer. Land shall not be used or occupied by the Contractor prior to the securing of permission from both the owners and Village.

Any restriction of traffic at any time shall be subject to the approval of the Engineer. The Contractor shall submit a plan showing the stages and methods of procedure to be followed. The approved plan shall be followed unless some unforeseen circumstance may arise that would, in the opinion of the Engineer, require a modification. Any revisions to the approved plan that are required by the Engineer shall not be considered as reasons for any claim by the Contractor for extra payment or extension of time.

Whenever any portion of a roadway or sidewalk is opened up, the work to be done must be prosecuted continuously; otherwise the opening shall be decked over in order to minimize interference with traffic and inconvenience to abutting property owners.

Decking shall be of sufficient strength to safely support a minimum live load of 300 psf, a minimum wheel load of 16,000 lbs. and any piece of the Contractor's equipment that may be placed upon it. Decking must be maintained in proper condition for the use of traffic and for access to adjacent properties until it is removed and temporary pavement has been laid. Where steel plates are used, they shall be a minimum of $\frac{3}{4}$ inch thick. Edges of plates subject to traffic shall be ramped with bituminous concrete.

The attention of the Contractor is directed to the requirements that approved temporary barricades and fencing around open excavations will be required at night, on weekends, on holidays and when work is not in progress so as to protect the work and to prevent accidents.

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefor from the proper agencies. He shall not deprive any building or property of safe and proper access except with the consent of the occupant

and after due notice to the Engineer. Free access must be given to every fire alarm box, fire hydrant, valve box, valve chamber and manhole.

G3 - Drawings and Information to be Furnished by Contractor

The Contractor shall furnish the Engineer with detailed drawings of materials, structures and equipment, including the names of companies who propose to furnish same, which are to be incorporated into the permanent construction.

Whenever detail drawings are required of such materials, structures and equipment, prints of each shall be forwarded to the Engineer with a letter of transmittal, in duplicate, requesting approval. All drawings must be submitted a minimum of ten days before the approvals are required for ordering or installation.

The approval of shop drawings submitted by the Contractor, shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any material, structure, equipment, or apparatus unless it passes all the tests and requirements of these Specifications. The approval of shop drawings shall be general, and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for full compliance with the terms of the contract Documents.

The procedure in seeking approval of shop drawings submitted by the Contractor shall be as follows:

a) Shop drawings shall be submitted to the Engineer via email at channa@blueshorellc.com. Drawings shall be submitted at least 10 calendar days before they are required for fabrication of materials.

b) Drawings that are satisfactory to the Engineer will be returned in duplicate, stamped "approved", initialed and dated.

c) Drawings requiring correction will be returned in duplicate, stamped "approved as corrected", initialed and dated. The Contractor shall make the required changes and resubmit four corrected copies.

d) Should a drawing be unsatisfactory to the Engineer, it will be returned, stamped "revise and resubmit". All necessary revisions shall be made and the corrected drawings again submitted for approval in quadruplicate.

Shop drawings shall not be submitted piecemeal; each submission shall be sufficiently complete to permit adequate checking.

G4 - Specifications & Standards

Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specifications adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.

Reference to a technical society, organization or body, may be made in the specifications by abbreviation in accordance with the following list:

A.CL	American Concrete Institute
A.LS.C	American Institute of Steel Construction
A.N.S.I.	American National Standards Institute
A.S.T.M.	American Society for Testing Materials
A.W.W.A.	American Water Works Association
CLS.PA	Cast Iron Soil Pipe Association
Fed. Spec.	Federal Specifications
A.S.H.T.O.	American Association of State Highway & Transportation Officials
N.E.C.	National Electrical Code
N.E.MA	National Electric Manufacturers Association
A.W.S.	American Welding Society
A.W.PA	American Wood Preservers Association
S.S.P.C.	Steel Structure Painting Council

G5 - Codes and Specifications

Unless otherwise specified herein, all construction shall conform to the latest editions of the "Building Code Requirements for Reinforced Concrete", American Concrete Institute Publication 318, the New York State Department of Transportation "Standard Specifications", and the American Institute of Steel Construction "Manual of Steel Construction".

G6 - Brands or Equal

Wherever in the Drawings and Specifications a particular brand, make of material, device or equipment is shown or specified, such materials, device or equipment is to be regarded as a standard of quality. Any other make or brand which, in the opinion of the Engineer, is equal to the specified item, will be accepted. All materials and workmanship shall in every respect be in accordance with the best modern practice; and wherever the Contract Drawings, Specifications, or directions of the Engineer admit of a doubt as to what is permissible and/or fail to note the quality of the work, the interpretation which calls for the best quality of work is to be followed.

G7 - Care and Protection of Materials

The Contractor shall be solely responsible for properly storing and protecting all materials, equipment and work furnished under this Contract from theft, vandalism, and the elements, between the time such materials and equipment are delivered at the site of the work until final acceptance thereof. He shall, at all times, take necessary precaution to prevent injury or damage by vandalism or inclement weather, to all materials, equipment or work.

G8 - Duties and Authorities of Owner Representatives

The Engineer, or his authorized representatives, will provide technical services on the project for the Village, and shall decide in all cases, every question relative to the fulfillment of the Contract on the part of the Contractor. Inspectors who are employed by the Engineer shall be authorized to inspect all work done and material furnished on the work, under the general direction of the Engineer. Any difference of opinion as to the interpretation of the Specifications, Drawings, or other Contract Documents arising between the Contractor and the inspector will be referred immediately to the Engineer for decision. The Engineer's decision on these matters shall be final and conclusive, and shall bind both contracting parties. All instructions necessary to give due and full effect to any of the provisions of these Specifications shall be given by the Engineer. Inspectors will not, in any way, interfere with, or attempt to control the organization or methods or procedures adopted by the Contractor, nor in any way modify or release any provisions or requirements of the Specifications or Drawings, approve or accept any portion of the work, or issue any instructions contrary to the provisions of the Specifications or Drawings.

No suggestions, advice, or the inspection of material or work by the inspectors will be construed as binding by the Engineer on the Village, nor as releasing the Contractor for fulfillment of the terms of the Contract and Specifications. Work not so constructed shall be removed and made good by the Contractor at his sole expense and free of all expense to the Village without reference to any previous oversight or error in inspection.

The Village and its Engineer, inspectors, agents, and other employees, for any purpose, shall have access at all times to the work and the premises used by the contractor, and the contractor shall provide safe and proper facilities therefor, including ladders and scaffolds.

G9 - Lines and Grades

All work under this Contract shall be constructed in accordance with the existing lines and grades or as given by the Engineer. The Engineer will establish the principal lines and grades required for construction of the project. The Contractor shall check such lines and grades by such means as he may deem necessary and, before using them, shall call

the Engineer's attention to any inaccuracies. The Contractor shall, at his own expense, establish all working or construction lines and grades as required in accordance with the base measurements of the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review of the Engineer.

The Contractor shall furnish and maintain at his own expense, stakes, batter boards, etc., and give assistance, including qualified helpers, as may be required by the Engineer for setting and checking line and grade.

The Contractor shall so place excavation and other materials to cause no inconvenience in the use of the lines and grades given. He shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, re-establish them if disturbed, and bear the entire expense of rectifying work improperly installed due to improper maintenance or protection or for removing without authorization, such established points, stakes and marks.

G10 - Clean Up

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from materials, debris, and rubbish as is practicable and shall remove the aforementioned from any portion of the site, if, in the opinion of the Engineer, such materials, debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall specifically comply with the provisions of Section 222-a of the Labor Law concerning prevention of dust hazards in public works.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops and shall restore the site to a neat orderly condition.

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

G11 - Drainage

If it be necessary in the prosecution of the work to interrupt or obstruct the natural drainage of surface water, or the flow of artificial drains, the contractor shall provide for the same during the progress of the work in such a way that no damage shall result to either public or private interests.

The Contractor will be held responsible for flooding of neighboring properties from any of his operations, and will be held liable for all claims due to flooding.

G12 - Disposal of Construction Materials

All surplus materials and debris from demolition work shall be disposed of off-site at the Contractor's sole expense.

G13 - Hours of Work

All construction activities shall be performed only on week days between the hours of 8:00 A.M. and 5:30 P.M., unless otherwise authorized in writing by the Village.

G14 - Water

The Contractor shall provide at his own expense, the distribution facilities necessary for drinking purposes as well as water required for work.

G15 - Sanitary Regulations and Provisions

The Contractor shall prohibit and prevent the committing of nuisances on the site of the work, or on adjoining property, and shall discharge any employee who violates this rule. Ample washroom and toilet facilities screened from public view, and a drinking water supply, shall be furnished and maintained in strict conformity with State and County health laws by the Contractor for the use of his employees, the Engineer, and inspectors. The Contractor may use the existing sanitary facilities at the existing Village Hall. However, if used, he shall provide cleaning services adequate to maintain these facilities and entry areas in a clean and healthful condition.

G16 - First Aid and Accidents

The Contractor shall furnish and keep upon the site at each location where work is in progress, a completely equipped first-aid kit and shall provide easy and ready access thereto at all times when men are employed on the work.

The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Village and the Engineer. If any claim is made by anyone against the Contractor or a subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

G17 - Accident Prevention

In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of that operation permits. The Contractor shall comply with all regulations of the State of New York Labor Department and the US Dept. of Labor, U.S. Occupational Safety and Health Agency, with regard to these and other matters relating to safe, healthful working conditions.

G18 - Dust Control

The Contractor shall, at his own expense, keep dust under control at all times on all roadways, sidewalks and other areas adjacent to the work or on the site of the work by the use at least once a day and at other times when directed, including after working hours, Saturdays, Sundays and holidays, of self-loading motor sweepers, vacuums, spraying water, and a combination of these methods.

G19 - Noise Control

The Contractor shall use every effort and means possible to minimize or eliminate noise caused by his operation which the Engineer may consider objectionable. The Contractor shall provide working machinery, designed to operate with the least possible noise. Pumps and compressors to be operated at times other than 8:00 A.M. and 5:30 P.M., Mondays through Fridays, inclusive, shall be electrically-operated within 200 ft. of any occupied structure; the air intakes of compressors shall be equipped with silencers; engine-driven machinery, where permitted, shall be equipped with mufflers; and sound insulation enclosures and baffles shall be provided where directed.

G20 - Supervision - Contractor

The Contractor shall keep a competent foreman or superintendent on the job site continuously during the progress of work. The foreman or superintendent shall represent the Contractor in his absence and shall accept all directions given by the Engineer. The Contractor's foreman or superintendent shall coordinate all work and ensure its speedy completion and strict compliance with all Contract Documents.

G21 - As-Built Drawings

At the conclusion of the project, the Contractor shall prepare a set of as-built drawings showing all changes in the construction necessitated by field conditions, as well as all piping and electrical lines as finally installed. As-builts shall be furnished on reproducible drawings supplied by the Village.

As-builts shall be signed and sealed by a Professional Engineer licensed in the state of New York.

G22 - General Provisions - Payment

No direct or separate payment will be made for any work described or required under the various sections of the General Provisions. The Contractor shall have included the cost for all such work in the prices bid for the various items of the Contract as listed in the proposal.

NYACK MUNICIPAL MARINA
SEDIMENT REMOVAL

APPENDIX I

NYSDEC & USACE PERMIT REQUIREMENTS



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
VILLAGE OF NYACK
9 N BROADWAY
NYACK, NY 10960-2638

Facility:
MUNICIPAL MARINA
11 BURD ST - FOOT OF AT HUDSON RIVER
NYACK, NY

Facility Location: in ORANGETOWN in ROCKLAND COUNTY

Facility Principal Reference Point: NYTM-E: 591.1 NYTM-N: 4549.2
Latitude: 41°05'20.3" Longitude: 73°54'55.2"

Authorized Activity: This permit authorizes 49,195 square feet disturbance of the Hudson River (H portion, Class SB) at Nyack Riverfront Park Marina for maintenance dredging of approximately 7,278 cubic yards of sediment, to re-establish an operational depth of elevation -3.0 feet at Mean Low Water. Sediments shall be disposed of at an authorized landfill or used under a DEC Beneficial Use Determination.

Permit Authorizations

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Permit ID 3-3924-00408/00013
New Permit Effective Date: 3/1/2016 Expiration Date: 12/31/2018

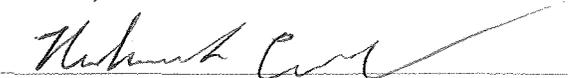
Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 3-3924-00408/00014
New Permit Effective Date: 3/1/2016 Expiration Date: 12/31/2018

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: REBECCA S CRIST, Deputy Regional Permit Administrator
Address: NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY 12561

Authorized Signature: 

Date 03/01/2016



Distribution List

Richard Gilbert, Blue Shore Engineering LLC
Heather Gierloff, NYSDEC Region 3 Bureau of Habitat
Lee Reiff, NYSDEC Region 3 Division of Materials Management
Ralph Hill, NYS Office of General Services
Coastal Review, NYS Department of State
NY District, US Army Corps of Engineers
Andy Stewart, Town of Orangetown Supervisor

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Permit Sign

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION

- 1. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 2. No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.
- 3. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Blue Shore Engineering LLC, titled "Nyack Marina Dredging", Sheets R-1.0, R-2.0, R-3.0, R-4.0, R-5.0, R-6.0, R-7.0, R-7.1, R-7.2 dated 06/04/2015; and R-8.0 dated 01/19/2016.



4. Notice of Intent to Commence Work The Permittee shall notify the Department 48 hours prior to the commencement of work on the project by emailing Heather Gierloff at heather.gierloff@dec.ny.gov. The email needs to include the permit number, permittee name and the project start date.

The email shall also specify the disposal site and shall include a copy of the documentation of disposal authorization per Natural Resource Permit Condition #5. Dredging shall not commence until the permittee receives written confirmation from DEC of the beneficial use or disposal site.

5. Prior Authorization of Disposal or Beneficial Use Prior to commencement of dredging activities the permittee shall obtain one of the following:

- Written authorization from DEC for the disposal or beneficial use at an upland site(s) within New York State of all material to be dredged, or
- Documentation that the material to be dredged has been approved for disposal or use outside of New York State at a location specified by the U.S. Army Corps of Engineers or an authorized agency of another state.

6. Filter Fabric Curtain Around Dredging Area A filter fabric (turbidity) curtain weighted across the bottom and suspended at the top by floats shall be positioned to enclose the work site before commencing dredging. The curtain shall remain in place and in functional condition during all phases of the dredging operations and remain in place for two hours after dredging termination and turbidity inside the curtain no longer exceeds ambient levels.

7. Cease Dredging if Substantial Turbidity If during dredging operations turbidity is produced outside of the containment area that causes substantial, visible contrast to the natural condition or results in a deposition of settleable solids, the permittee shall immediately cease work and notify Heather Gierloff at heather.gierloff@dec.ny.gov of such incident. The permittee shall submit to the Department, for review and approval, an alternative containment plan. The Department must approve the plan prior to the permittee resuming work.

8. Dredgings Dewatered at Upland Site All dredged and excavated material shall be deposited for dewatering at an upland site and be suitably stabilized so that it cannot reasonably re-enter any water body or wetland area.

9. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

10. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the



owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

11. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.



3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY12561

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or



intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

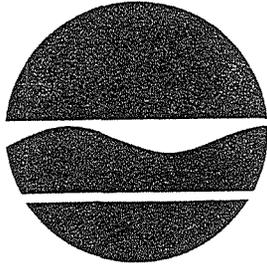
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

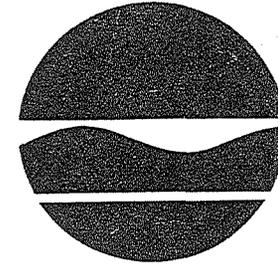
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: SEQR Type II Action Under the State Environmental Quality Review Act (SEQR), this project has been determined to be a Type II Action and therefore is not subject to further procedures under this law.

New York State
Department of Environmental Conservation



NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department conditions on it, contact the DEC at 845/256-3054. Please refer to the permit number shown when contacting the DEC.

Permittee: VILLAGE OF NYACK Permit No. 3-3924-00408/00013

Effective Date: 03/01/2016 Expiration date: 12/31/2018

Applicable if checked. No instream work allowed between October 1 & April 30

NOTE: This notice is **NOT** a permit.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3054 | F: (845) 255-4659
www.dec.ny.gov

IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address. For SPDES, Solid Waste and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department's regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.


Division of Environmental Permits, Region 3
Telephone (845) 256-3165

- Applicable only if checked. Please note all work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505; in addition, DEC requests that you provide one electronic copy of the approved SWPPP directly to NYS DEC, 100 Hillside Avenue - Suite 1W, White Plains, NY 10603-2860.



Department of
Environmental
Conservation



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

JUN 06 2016

Regulatory Branch

SUBJECT: Permit Application Number NAN-2016-00040-WOR
by Village of Nyack

James Politi, Village Administrator
Village of Nyack
9 North Broadway
Nyack, New York 10960

Dear Mr. Politi:

On December 15, 2015, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization for the discharge of fill material into navigable waters of the United States in association with the proposed maintenance dredging of the Nyack Municipal Marina. The site is located at the foot of Burd Street in the Hudson River, in the Village of Nyack, Rockland County, New York.

Submittals entitled "Nyack Marina Dredging Foot of Burd Street Nyack, NY 10960", Drawings R-1.0, R-5.0 and R-6.0, prepared by BlueShore Engineering LLC, Drawing R-5.0 dated January 19, 2016, and last revised April 8, 2016, and Drawings R-1.0 and R-6.0 dated June 4, 2015, indicate that the total impacts to waters of the United States would involve the dredging of approximately 7278 cubic yards of sediment from the 1.13-acre footprint of the marina, to a depth of 3 feet below Mean Low Water (MLW) with 1 foot allowable overdredge. The material would be hydraulically dredged and dewatered within on-site uplands, with return flow to the waterway. The dewatered sediments would be disposed of at a New York State approved upland facility.

Based on the information submitted to this office, and accomplishment of notification in accordance with the applicable federal requirements, our review of the project indicates that an individual permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Numbers 16 and 35. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated February 21, 2012 (77 FR 10184). The work may be performed without further authorization from this office provided the activity complies with the permit conditions listed in Section B, Nos. 16 and 35, Section C, any applicable New York District regional conditions, the following special conditions, and any applicable regional conditions added by the State of New York, copies enclosed.

Special Conditions

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

(B) In order to protect anadromous and diadromous fish species, in-water work shall only occur between July 1 and December 31.

(C) A filter fabric (turbidity) curtain, weighted across the bottom and suspended at the top by floats, shall be positioned to isolate the work site before dredging may commence. The curtain shall remain in place and in functional condition during all phases of the dredging operations and shall remain in place for at least two hours after dredging termination and turbidity inside the curtain no longer exceeds ambient levels.

This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District.

Care should be taken so that construction materials, including debris, do not enter any waterway to become drift or pollution hazards. You are to contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

Please note that this nationwide permit (NWP) verification is based on a preliminary jurisdictional determination (JD). A preliminary JD is not appealable. If you wish, prior to commencement of the authorized work you may request an approved JD, which may be appealed, by contacting the New York District, U.S. Army Corps of Engineers for further instruction. To assist you in this decision and address any questions you may have on the differences between preliminary and approved jurisdictional determinations, please review U.S. Army Corps of Engineers Regulatory Guidance Letter No. 08-02, which can be found at: <http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl08-02.pdf>

This verification is valid until March 18, 2017, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2017, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

JUN 06 2016

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by this permit, you are to sign and submit the attached compliance certification form to this office.

In order for us to better serve you, please complete our Customer Service Survey located at <http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>.

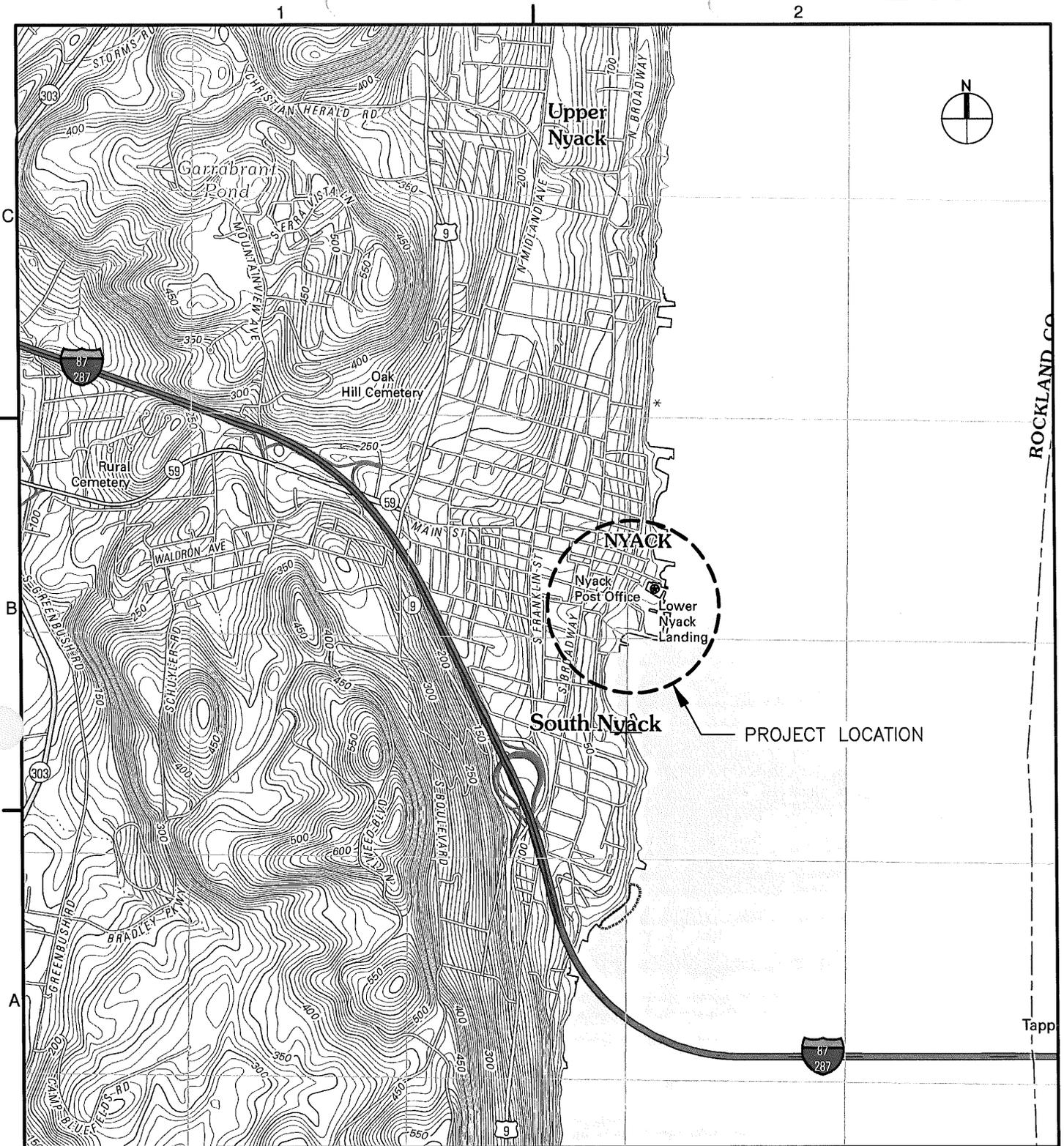
If any questions should arise concerning this matter, please contact Brian A. Orzel, of my staff, at (917) 790-8413.

Sincerely,



Rosita Miranda
Chief, Western Section

Enclosures



C
B
A

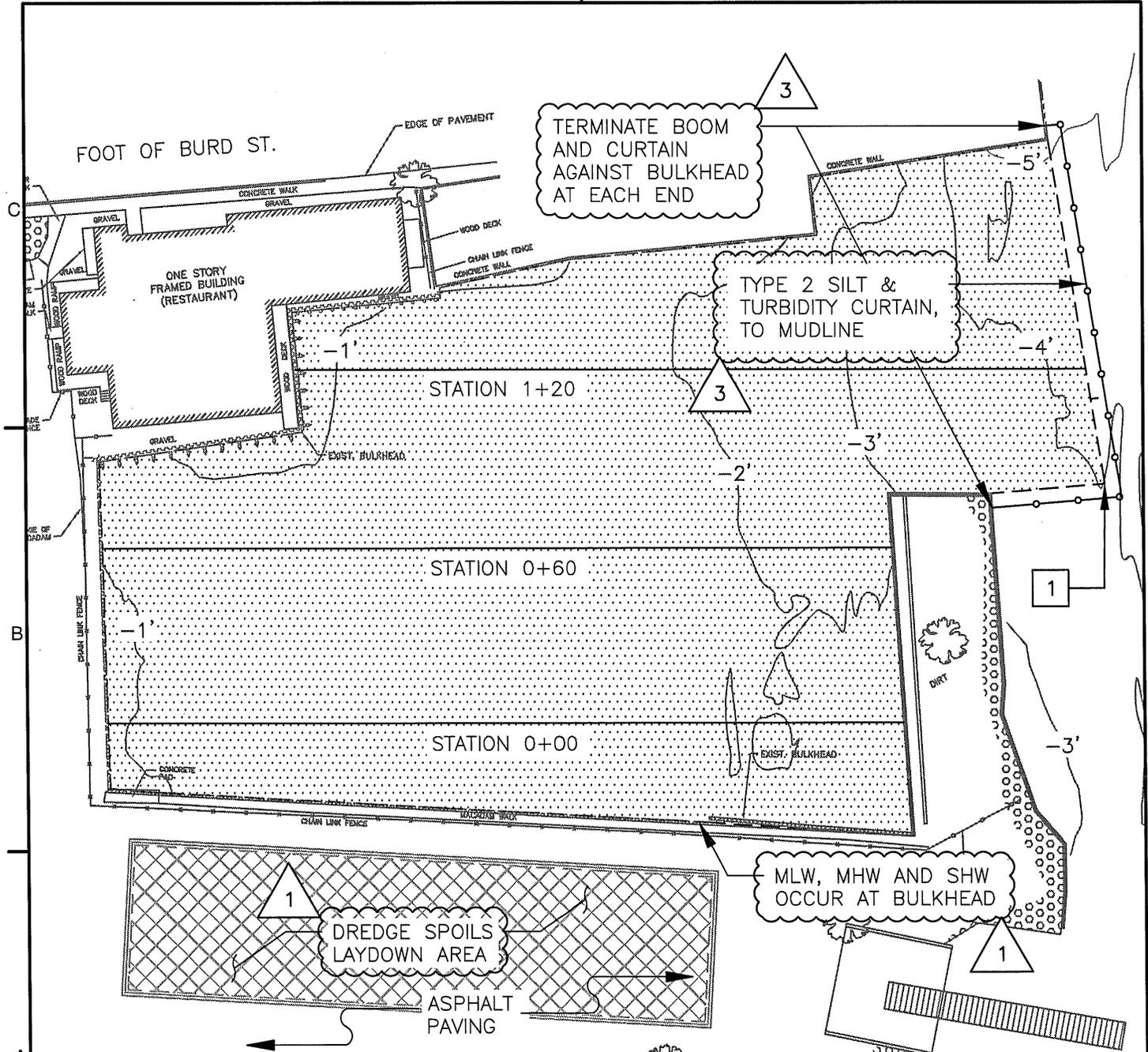
1 2

ROCKLAND CO

Tapp

PROJECT LOCATION

MARK	DESCRIPTION	DATE	APPR.
	USGS QUAD MAP		
	Nyack Marina Dredging Foot of Burd Street Nyack, NY 10960		
			BlueShore ENGINEERING LLC TEANECK, NJ (201)817-2001 INFO@BLUESHORELLC.COM
			R-1.0
	Scale: 1:24,000	June 4, 2015	Sht <u>1</u> of <u>3</u>
USACE #: N/A			
NYSDEC #: N/A			
USGS Quad: Nyack			
Waterway: Hudson River			
Latitude: 41° 5' 20.66" N			
Longitude: 73° 54' 54.10" W			



TERMINATE BOOM AND CURTAIN AGAINST BULKHEAD AT EACH END

TYPE 2 SILT & TURBIDITY CURTAIN, TO MUDLINE

MLW, MHW AND SHW OCCUR AT BULKHEAD

DREDGE SPOILS LAYDOWN AREA

KEYNOTES
 1. Dredge existing marina basin to elevation -3.0' re: MLW. Approximately 7,278 cubic yards. Allowable overdredge of 1.0'.

MARK	DESCRIPTION	DATE	APPR.
3	USACE ADD INFO	4/8/16	1
1	USACE ADD INFO	2/2/16	

USACE #: NAN-2016-00040-WOR
 NYSDEC #: 3-3924-00408/00013
 USGS Quad: Nyack
 Waterway: Hudson River
 Latitude: 41° 5' 20.66" N
 Longitude: 73° 54' 54.10" W

PROPOSED SITE PLAN
 Nyack Marina Dredging
 Foot of Burd Street
 Nyack, NY 10960
 Scale: 1"=50' January 19, 2016

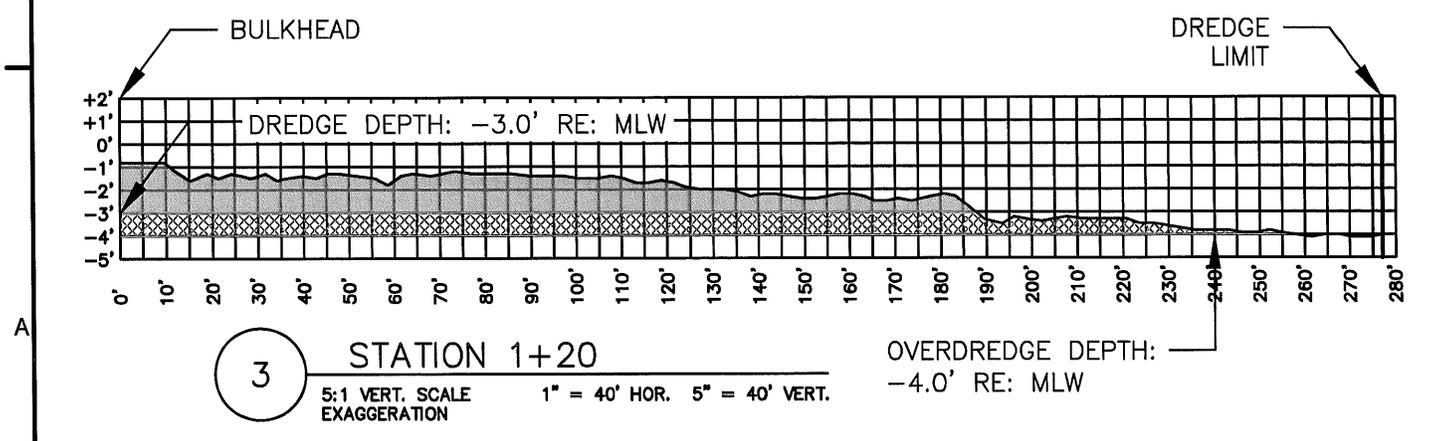
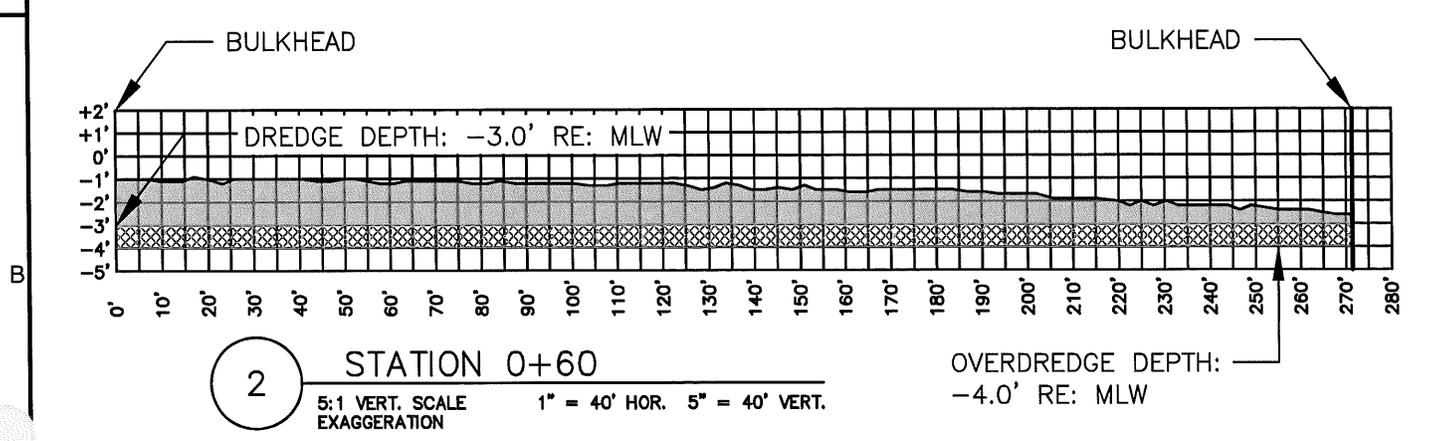
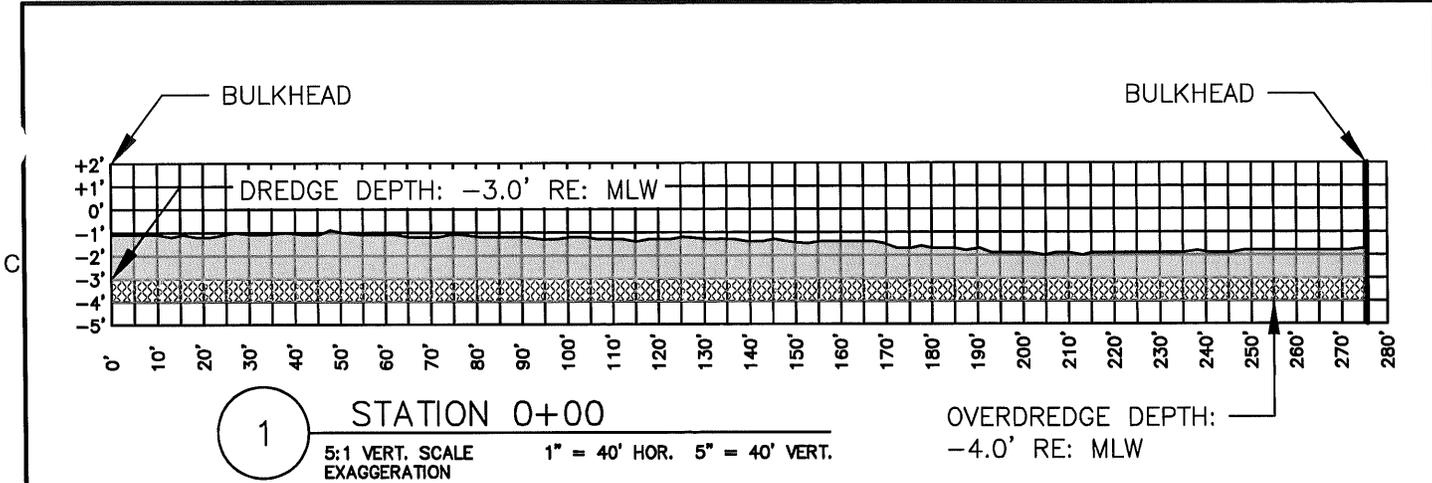
BlueShore
 ENGINEERING LLC
 TEANECK, NJ (201)817-2001
 INFO@BLUESHORELLC.COM

R-5.0

Sht 2 of 3

1

2



USACE #: N/A
 NYSDEC #: N/A
 USGS Quad: Nyack
 Waterway: Hudson River
 Latitude: 41° 5' 20.66" N
 Longitude: 73° 54' 54.10" W

MARK	DESCRIPTION	DATE	APPR.
SECTIONS			
Nyack Marina Dredging Foot of Burd Street Nyack, NY 10960		BlueShore ENGINEERING LLC <small>TEANECK, NJ (201)817-2001 INFO@BLUESHORELLC.COM</small>	
Scale: AS NOTED		June 4, 2015	Sht <u>3</u> of <u>3</u>

R-6.0

ATTACHMENT

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): JUN 06 2016

B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:
James Politi, Administrator, Village of Nyack, 9 North Broadway, Nyack, NY
10960

C. DISTRICT OFFICE, FILE NAME, AND NUMBER:New York District,
Village of Nyack, NAN-2016-00040-WOR

**D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:
(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES
AT DIFFERENT SITES)**

State:New York County/parish/borough: Rockland City: Nyack
Center coordinates of site (lat/long in degree decimal format):
Lat. 41.0891° N, Long. 73.9150° W.

Universal Transverse Mercator:

Name of nearest waterbody: Hudson River

Identify (estimate) amount of waters in the review area:

Non-wetland waters: linear feet: width (ft) and/or 1.13 acres.

Cowardin Class: Riverine

Stream Flow: Perennial

Wetlands: acres.

Cowardin Class:

Name of any water bodies on the site that have been identified as Section 10 waters:

Tidal: Hudson River

Non-Tidal:

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

Office (Desk) Determination. Date: May 2, 2016

Field Determination. Date(s):

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

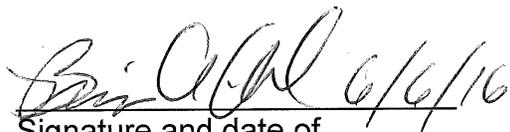
2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

This preliminary JD finds that there “*may be*” waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply

- checked items should be included in case file and, where checked and requested, appropriately reference sources below):
- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps:
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: Nyack, NY.
- USDA Natural Resources Conservation Service Soil Survey. Citation: Rockland County, NY.
- National wetlands inventory map(s). Cite name: Nyack, NY.
- State/Local wetland inventory map(s): Nyack, NY.
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date):
or Other (Name & Date):
- Previous determination(s). File no. and date of response letter: On January 3, 2003, this office issued NWP 35 for maintenance dredging to a depth of 3 feet below MLW under Application Number 2000-01619-YW..
- Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

 6/6/16

Signature and date of
Regulatory Project Manager

Signature and date of
person requesting preliminary JD



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

CENAN-OP-R

NATIONWIDE PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM

Permittee: Village of Nyack

Permit No.: NAN-2016-00040

Date Permit Issued: JUN 06 2016

Location: Village of Nyack, Rockland County, New York

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below or FAX to (212) 264-4260.

Place Stamp Here

Department of the Army
New York District Corps of Engineers
Jacob K. Javits Federal Building
26 Federal Plaza, Room 1937
ATTN: CENAN-OP-R
New York, New York 10278-0090

NYACK MUNICIPAL MARINA
SEDIMENT REMOVAL

APPENDIX II

NYSDOL PREVAILING WAGES

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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

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) for current wage rate information.

Apprentice Training Ratios

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

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

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

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

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

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

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

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

Rockland County General Construction

Boilermaker

06/01/2016

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2015

Boilermaker \$ 51.56
Repairs & Renovations \$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015

Boilermaker 32% of hourly
Repairs & Renovations Wage Paid
+ \$25.19

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

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

OVERTIME PAY

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

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

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s) 07/01/2015
32% of Hourly
Wage Paid Plus
Amount Below

1st Term	\$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

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

4-5

Carpenter

06/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2015

Piledriver \$ 50.50
Dockbuilder \$ 50.50

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 47.03

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour:

Apprentices \$ 31.90

8-1556 Db

Carpenter

06/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2015

Carpet/Resilient

Floor Coverer \$ 49.88

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 44.07

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
\$19.95	\$24.94	\$32.42	\$39.90

Supplemental benefits per hour:

\$ 30.22

8-2287

Carpenter

06/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2015

Marine Construction:

Marine Diver	\$ 61.30
Marine Tender	43.45

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyman \$ 46.09

OVERTIME PAY

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

HOLIDAY

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

8-1456MC

Carpenter

06/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2015

Building	
Millwright	\$ 48.44
	+ Additional
	\$ 2.40

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright \$ 50.49

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19)* on HOLIDAY PAGE.

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

* must show up to work

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$26.64	\$31.49	\$36.33	\$46.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$32.81	\$36.15	\$40.63	\$46.21

8-740.1

Carpenter

06/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour: 07/01/2015 10/17/2015

Core Drilling:

Driller \$ 36.82 + Additional \$ 2.21

Driller Helper \$ 29.44 + Additional \$ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year	\$ 20.61
Helper 2nd year	23.55
Helper 3rd year	26.50
Helper 4th year	29.44

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2015 10/17/2015

Driller and All Helpers \$ 22.79 \$ 22.79

OVERTIME PAY

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

HOLIDAY

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

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

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

06/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour) 07/01/2015

BUILDING:

Carpenter \$ 44.47

HEAVY/HIGHWAY:

Carpenter \$ 44.47

Carpenter Concrete Forms \$ 44.47

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

BUILDING AND HEAVY/HIGHWAY:

Journeyworker \$ 29.73

OVERTIME PAY

BUILDING:

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

HEAVY/HIGHWAY:

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

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

HEAVY/HIGHWAY:

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE including benefits.

Overtime: See (5*, 6*, 16**, 25**) on HOLIDAY PAGE.

*NOTE: For Holidays 5 and 6 code T applies, with benefits at straight time rate.

**NOTE: For Holidays 16 and 25 code Q applies, with benefits at straight time rate.

REGISTERED APPRENTICES

(1)year terms at the following wage rates.

BUILDING-HEAVY/HIGHWAY:

1st	2nd	3rd	4th
\$21.83	\$25.49	\$29.14	\$32.80

Supplemental Benefits per hour paid:

Apprentices

All terms \$ 15.35

11-279.1B/HH

Electrician

06/01/2016

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2015	04/01/2016
Electrician Wireman/Technician	\$ 42.00	\$ 42.00

*SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	\$ 49.28*	\$ 49.28*
Shift worked between 12:30am & 8:30am	\$ 55.20*	\$ 55.20*

On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

On jobs where a CDL, Asbestos License, Welding Certificate or Cable Splicing is required an additional \$1.00 above the Journeyman rate is to be paid.

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2015	04/01/2016
Journeyman	\$ 23.82 plus 6% of wage	\$ 24.82 plus 6% of wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

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

1st	2nd	3rd	4th	5th	6th
30%	40%	50%	65%	70%	75%

* Denotes average Journeyman Wireman rate of all wage zones

Supplemental Benefits per hour worked:

	07/01/2015
1st term	\$ 11.42 plus 6% of wage
2nd term	\$ 12.92 plus 6% of wage
3rd term	\$ 14.92 plus 6% of wage
4th term	\$ 16.92 plus 6% of wage
5th & 6th term	\$ 19.92 plus 6% of wage

11-363/1

Elevator Constructor

06/01/2016

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point
 Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

	07/01/2015	03/17/2016
Elevator Constructor	\$ 59.55	\$ 60.96
Modernization & Service/Repair	46.92	47.91

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 35.17	\$ 36.86
Modernization & Service/Repair	34.21	35.87

OVERTIME PAY

Constructor. See (D, M, T) on OVERTIME PAGE.

Modern./Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

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

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 28.93	\$ 30.44
2nd Term	29.73	31.27
3rd Term	30.94	32.51
4th Term	32.15	33.75

Modernization &
 Service/Repair

1st Term	\$ 28.85	\$ 30.37
2nd Term	29.21	30.73
3rd Term	30.32	31.87
4th Term	31.43	33.02

4-1

Elevator Constructor

06/01/2016

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2015	01/01/2016
		Additional
Mechanic	\$ 52.51	\$2.80
Helper	70% of Mechanic Wage Rate	

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

07/01/2015

Journeyman/Helper

\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service

(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier

06/01/2016

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2015	11/01/2015	05/01/2016
Glazier	\$ 52.20*	\$ 52.80*	+Additional \$ 1.50
Scaffolding	\$ 53.20*	\$ 53.80*	+Additional \$ 1.50

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

Repair & Maintenance \$ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

*Additional \$.05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	11/01/2015
Journeyworker	\$ 28.04	\$ 28.29
Repair & Maintenance	16.14	16.14

OVERTIME PAY

OVERTIME: Premium is applied to the respective base wage only.
 See (C*,D* E2, O) on OVERTIME PAGE.

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
 Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2015	11/01/2015
1st term	\$ 17.70	\$ 17.95
2nd term	25.85	26.20
3rd term	31.19	31.54

4th term	41.71	42.14
Supplemental Benefits: (Per hour worked)		
1st term	\$ 13.84	\$ 13.99
2nd term	19.10	19.26
3rd term	20.97	21.13
4th term	24.32	24.57

8-1281 (DC9 NYC)

Insulator - Heat & Frost **06/01/2016**

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT 8**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2015
Insulator	\$ 48.45
Discomfort & Additional Training**	\$ 49.63
Fire Stop Work*	\$ 25.44

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

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

SUPPLEMENTAL BENEFITS

(per hour paid)	
Journeyworker	\$ 31.40
Discomfort & Additional Training	\$ 32.20
Fire Stop Work: Journeyworker	\$ 16.06

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms.

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 20.84	\$ 25.44	\$ 34.64	\$ 39.25

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 21.28	\$ 26.00	\$ 35.44	\$ 40.17

Supplemental Benefits paid per hour paid:

Insulator Apprentices:

1st term	\$ 12.98
2nd term	16.06
3rd term	22.20
4th term	25.27

Discomfort & Additional Training Apprentices:

1st term	\$ 13.29
2nd term	16.44
3rd term	22.75
4th term	25.90

8-91

Ironworker **06/01/2016**

JOB DESCRIPTION Ironworker **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES
 Per hour:
07/01/2015

Structural	\$ 45.17
Reinforcing*	\$ 45.17
Ornamental	\$ 45.17
Chain Link Fence	\$ 45.17

*NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland county's southern section (south of Convent Road and east of Blue Hills Road).

SUPPLEMENTAL BENEFITS
 Per hour paid:
 Journeyman \$ 33.09

OVERTIME PAY
 OVERTIME:.....See (B*, E**, Q, V) on OVERTIME PAGE.
 *Note: Double Time after 10 hours Monday thru Friday.
 **Note: On Saturdays, double time after 8 hours.

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

REGISTERED APPRENTICES
 Wages:
 (1) year terms at the following wage.

1st	2nd	3rd	4th
\$ 22.59	\$ 27.10	\$ 31.62	\$ 36.14

Supplemental Benefits per hour worked:

1st year	\$ 28.20
2nd year	\$ 29.18
3rd year	\$ 30.15
4th year	\$ 31.13

11-417

Ironworker **06/01/2016**

JOB DESCRIPTION Ironworker **DISTRICT 4**

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

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

WAGES

Per hour: 07/01/2015

Reinforcing &
 Metal Lathing \$ 53.63

SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing &
 Metal Lathing \$ 31.95

OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term
\$ 23.01	\$ 28.11	\$ 33.21

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term
\$ 18.18	\$ 18.18	\$ 18.18

4-46Reinf

Laborer - Building

06/01/2016

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Rockland

WAGES

GROUP C: Top concrete men, liners, joint setters.

GROUP D: Air track operators.

GROUP E: Sealers, power buggy operators, mixer men, brush king, jack hammer, pavement breakers, vibrator men, powder men, torchmen, cement spray men, gunite nozzle men.

GROUP F: Hazardous Waste Handler, Asbestos Removal and Lead Removal.

GROUP G: Mason tender, rip rap and dry stone layers, concrete laborer, pipe layers, signal men, gabion basket assemblers, asphalt men, demolition men.

GROUP H: Landscaping, flagmen, pitmen, dump men, temporary heat, building laborer (clean up).

WAGES: (per hour)	07/01/2015	05/01/2016
GROUP C	\$ 36.60	\$ 37.35
GROUP D	37.15	37.90
GROUP E	36.30	37.05
GROUP F	38.30	39.05
GROUP G	36.06	36.81
GROUP H	33.05	33.80

SHIFT DIFFERENTIAL: On all Governmental mandated or irregular or off shift work, an additional 20% of the wage will be paid hourly.

SUPPLEMENTAL BENEFITS

Journeyman \$ 22.15 \$ 23.05

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

1st term	\$ 17.11	\$ 18.11
2nd term	18.11	19.11
3rd term	18.66	20.16
4th term	19.98	21.98

Supplemental Benefits per hour:

Apprentice:

1st term	\$ 6.10	\$ 6.10
2nd term	7.17	7.67
3rd term	8.70	9.20
4th term	9.45	10.45

11-754B

Laborer - Heavy&Highway

06/01/2016

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Rockland

WAGES

GROUP B: Certified Traffic Control

GROUP C: Blaster, Screed Men

GROUP D: Air track, joy drill.

GROUP E: Asbestos and lead abatement, bio remediation, phyto remediation where protective gear is required.

GROUP F: Drill helper, concrete laborer, nipper, power buggy, mixer (machine or hand), brush king, jack hammer, wagon drill, job rig, pavement breaker, vibrator man, bit grinder, powder man, rip rap & dry stone layer, cement spray man, gunite nozzle man, spray & nozzle men on mulching & seeding machine, concrete saw, mason tender, pipe layer, gabion basket assembler, scalers, asphalt men, demolition men, bar man & helper, landscape men, ax man, pit and dump men, asbestos removal and haardous waste removal where no protective gear is required.

GROUP G: Flag person.

WAGES: (per hour)	07/01/2015	04/01/2016
GROUP B	\$ 41.50	\$ 42.50
GROUP C	40.50	41.50
GROUP D	38.00	39.00
GROUP E	38.00	39.00
GROUP F	36.25	37.25
GROUP G	32.70	33.70

SHIFT DIFFERENTIAL: On all NYS DOT or other Governmental mandated, irregular or offshift work, an additional 15% of the wage rate will be paid hourly

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 22.00	\$ 22.85
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OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE.

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE.

* Note: If 5,6 is worked use code S. If 13,15,25 is worked, receive straight time for working, plus the holiday pay.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

1st term	\$ 17.11	\$ 18.11
2nd term	18.11	19.11
3rd term	18.66	20.16
4th term	19.98	21.98

Supplemental Benefits per hour paid:

Apprentices

1st term	\$ 6.10	\$ 6.10
2nd term	7.17	7.67
3rd term	8.70	9.20
4th term	9.45	10.45

11-754H/H

Labourer - Tunnel

06/01/2016

JOB DESCRIPTION Labourer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Rockland

WAGES

All Laborers involved in Tunneling Operations including but not limited to Subways, Sewer, Water, Vehicular and Utility tunnels and all Shafts, Manholes and Access ways in connection therewith.

Class 1: All support Laborers and Sandhogs working above the shaft or tunnel.

Class 2: All support Laborers and Sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Irregular and Government mandated shiftwork will be paid at 1 1/2 on Wages & Benefits

Per hour: 07/01/2015

Class 1	\$ 44.00
Class 2	\$ 46.00
Class 4	\$ 52.00

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 26.15

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (*5, **6, ***13, ****15, *****25) on HOLIDAY PAGE

Note: If 5,6 is worked use code S. If 13,15,25 is worked, receive straight time for working, plus the holiday pay.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

1st	2nd	3rd	4th
\$ 17.11	\$ 18.11	\$ 18.66	\$ 19.98

Supplemental Benefits per hour paid:

Apprentices 07/01/2015

1st term	\$ 6.10
2nd term	\$ 7.17
3rd term	\$ 8.70
4th term	\$ 9.45

11-754Tunnel

Lineman Electrician

06/01/2016

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 (10) feet of High Voltage Transmission Lines

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

	07/01/2015	05/02/2016
Lineman, Technician	\$ 46.90	Additional \$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Welder, Cable Splicer	46.90	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Groundman, Truck Driver	37.52	2.50
Mechanic 1st Class	37.52	2.50
Flagman	28.14	2.50

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

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

		Additional
Lineman, Technician	\$ 46.90	\$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Cable Splicer-Pipe Type Cable	51.59	2.50
Cert. Welder-Pipe Type Cable	49.25	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Mechanic 1st Class	37.52	2.50
Groundman, Truck Driver	37.52	2.50
Flagman	28.14	2.50

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

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

		Additional
Lineman, Technician, Welder	\$ 48.20	\$ 2.50
Crane, Crawler Backhoe	48.20	2.50
Digging Machine Operator	43.38	2.50
Tractor Trailer Driver	40.97	2.50
Groundman, Truck Driver	38.56	2.50
Mechanic 1st Class	38.56	2.50
Flagman	28.92	2.50
Cert. Welder-Pipe Type Cable	50.61	2.50
Cable Splicer-Pipe Type Cable	53.02	2.50

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

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

		Additional
Lineman, Technician, Welder	\$ 49.41	\$ 2.50
Crane, Crawler Backhoe	49.41	2.50
Cable Splicer	49.41	2.50
Digging Machine Operator	44.47	2.50

Tractor Trailer Driver	42.00	2.50
Groundman, Truck Driver	39.53	2.50
Mechanic 1st Class	39.53	2.50
Flagman	29.65	2.50

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

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

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

**** IMPORTANT NOTICE ****

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

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

Journeyman	\$ 20.50
	*plus 7% of hourly wage

*The 7% 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.

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata **06/01/2016**

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR OUTSIDE WORK.

Cable Splicer	\$ 29.70	\$ 30.29	\$ 30.90
Installer, Repairman	28.19	28.75	29.33
Teledata Lineman	28.19	28.75	29.33
Technician, Equipment Operator	28.19	28.75	29.33
Groundman	14.95	15.25	15.56

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

SUPPLEMENTAL BENEFITS

Per hour worked:

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting 06/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT 6**

ENTIRE COUNTIES
 Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

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

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

A flagger's duties shall consist of traffic control only.

(Ref #14.01.02)

Per hour:	07/01/2015	05/02/2016
		Additional
Lineman, Technician	\$ 42.32	\$ 2.00
Crane, Crawler Backhoe	42.32	2.00
Certified Welder	44.44	2.00
Digging Machine	38.09	2.00
Tractor Trailer Driver	35.97	2.00
Groundman, Truck Driver	33.86	2.00
Mechanic 1st Class	33.86	2.00
Flagman	25.39	2.00

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

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

1ST SHIFT 8:00 AM TO 4:30 PM REGULAR RATE

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

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 20.50
	*plus 7% of hourly wage

* The 7% is based on the hourly wage paid, straight time rate or premium rate.
 Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 25.39	\$ 27.51	\$ 29.62	\$ 31.74	\$ 33.86	\$ 35.97	\$ 38.09

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

06/01/2016

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.

07/01/2015

Tree Trimmer	\$ 22.80
Equipment Operator	20.11
Equipment Mechanic	20.11
Truck Driver	17.00
Groundman	13.94
Flag person	9.93

SUPPLEMENTAL BENEFITS

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

Journeyman \$ 9.14
 *plus 3% of
 hourly wage

* 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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

06/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2015	06/01/2016
Bricklayer	\$ 39.93	\$ 40.68
Cement Mason Bldg*	39.93	\$ 40.68
Plasterer/Stone Mason	39.93	\$ 40.68
Pointer/Caulker	39.93	\$ 40.68

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

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

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half wage and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 30.91	\$ 32.11
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OVERTIME PAY

OVERTIME:

Cement Mason See (B, E2, H, V) on OVERTIME PAGE.

All Others 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
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1 2009 receive full journeyman benefits

11-5wp-b

Mason - Building **06/01/2016**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages: 07/01/2015 01/01/2016

Marble Cutters & Setters \$ 56.53 \$ 56.89

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 31.17 \$ 32.06

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2015									
\$22.61	\$25.44	\$28.27	\$31.09	\$33.92	\$36.74	\$39.57	\$42.40	\$48.05	\$53.70
01/01/2016									
\$22.76	\$25.60	\$28.45	\$31.29	\$34.13	\$36.98	\$39.82	\$42.67	\$48.36	\$54.05

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2015									
\$22.87	\$23.55	\$24.26	\$24.95	\$25.63	\$26.32	\$27.03	\$27.72	\$29.09	\$30.48
01/01/2016									
\$23.03	\$23.72	\$24.74	\$25.48	\$26.20	\$26.94	\$27.67	\$28.41	\$29.87	\$31.34

9-7/4

Mason - Building **06/01/2016**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015 12/07/2015 Additional

Building: Tile Setters \$ 54.31 \$ 1.13

SUPPLEMENTAL BENEFITS

Per Hour:

Journey Worker \$23.68* plus \$2.90

OVERTIME PAY

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

* This portion of benefits subject to same premium rate as shown for overtime wages.
 Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251	6001-	6750-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7500
	\$27.45	\$30.71	\$34.96	\$39.98	\$41.99	\$44.96	\$46.70	\$50.45	\$52.61	\$53.58

Supplemental Benefits per hour:

1st term	\$14.70* plus \$0.72	6th term	\$17.85* plus \$1.51
2nd term	\$15.70* plus \$0.76	7th term	\$16.10* plus \$5.81
3rd term	\$15.70* plus \$0.80	8th term	\$16.60* plus \$5.85
4th term	\$16.60* plus \$1.17	9th term	\$18.35* plus \$6.22
5th term	\$16.85* plus \$1.19	10th term	\$21.62* plus \$6.27

9-7/52A

Mason - Building

06/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	12/07/2015	06/06/2016
Building:			An Additional
Tile Finisher	\$ 41.98	\$ 42.42	\$ 0.82

SUPPLEMENTAL BENEFITS

Per Hour:

Journey worker	\$ 21.02* plus \$ 6.89	\$ 20.12* plus \$ 8.17
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OVERTIME PAY

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

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

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

HOLIDAY

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

9-7/88A-tf

Mason - Heavy&Highway

06/01/2016

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:	07/01/2015	06/01/2016
Bricklayer	\$ 40.43	\$ 41.18
Cement Mason*	40.43	\$ 41.18
Marble/Stone Mason	40.43	\$ 41.18

Plasterer	40.43	\$ 41.18
Pointer/Caulker	40.43	\$ 41.18

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

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

Second shift an additional 15% of wage plus benefits to be paid
 Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half times wage and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 30.91	\$ 32.11
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

*Cement Mason See (B, H, V)

HOLIDAY

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

Overtime: See (5, 6, 15, 25) 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
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1, 2009 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway

06/01/2016

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A5: Cranes, Derricks and Pile Drivers 100tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers less than 100 tons with a 140ft boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a boom under 100ft.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft. 1Autograde-Comb. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types), Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types), Autograde Slipform Paver (CMI & Similar Types), Backhoe, Central Power Plants (all types), Chief of Party, Concrete Paving Machines, Cranes (all types, incl. Overhead & Straddle Traveling Type), Cranes-Gantry, Derricks (Land or Floating), Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill, Draglines, Elevator Graders, Excavator, Front End Loaders (5 yds. and over), Gradalls, Grader-Rago, Helicopters (Co-Pilot), Helicopters (Communications Engineer), Locomotive (Large), Mucking Machines, Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram, Piledriver (length of boom including lead length shall determine premium rate applicable), Roadway Surface Grinder, Prentice Truck, Scooper (Loader and Shovel), Shovels, Tree Chopper with Boom and Trench Machines.

CLASS B: "A" Frame, Backhoe (Combination), Boom Attachment on Loaders (Rate based on size Bucket-not applicable to pipehook), Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder, Bulldozer(Fine Grade), Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pump Concrete and Similar Types, Conveyors (125 ft. and over), Drill Doctor (duties incl. Dust Collector Maintenance), Front End Loaders (2 yds. but less than 5 yds.), Graders (all), Groove Cutting Machine (Ride on Type), Heater Planer, Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist," Hoists (Chicago Boom Type), Hydraulic Cranes-10 tons and under, Hydro-Axe, Hydro Blaster, Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Log Skidder, Pans, Pavers (all) concrete,Pumpcrete Machines,Squeeze-crete & Concrete Pumping (regardless of size), Scrapers, Side Booms, "Straddle"Carrier-Ross and similar types, Winch Trucks (Hoisting), Vacuum Truck, Whip Hammer.

CLASS C: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreaders, Autograde Tube Finisher and Texturing Machine (CMI & Similar types), Autograde curecrete machine (CMI & Similar Types), Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types), Bar Bending Machines(Power),Batchers, Batching Plant and Crusher on Site, Belt Conveyor Systems, Boom Type Skimmer Machines, Bridge Deck Finisher, Bulldozer(except fine grade), Car Dumpers (Railroad), Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials), Compressors (2 or 3 in Battery), Concrete Breaking Machines, Concrete Finishing Machines,Concrete cleaning decontamination machine operator, Concrete Saws and Cutters (Ride-on type) Concrete Spreaders (Hetzl, Rexomatic and Similar Types), Concrete Vibrators, Conveyors (under 125 feet), Crushing Machines,Directional Boring Machines, Ditching Machine-small (Ditch-witch, Vermeer, or Similar type), Dope Pots (Mechanical with or without pump), Dumpsters, Elevator, Fireman, ForkLifts (Economobile, Lull and Similar Types of Equipment), Front End Loaders (1 yd.and over but under 2 yds.), Generators (2 or 3 in Battery), Giraffe Grinders, Gunnite Machines (excluding nozzle), Hammer Vibrator (in conjunction with Generator), Heavy Equipment Robotics Operator Technician, Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars), Hoppers, Hopper Doors (power operated), Hydro Blaster, Hydralic Jacking Trailer, Ladders (motorized), Laddervator, Locomotive-dinky type, Maintenance -Utility Man, Master environmental maintenance technician, Mechanics, Mixers (Excepting Paving Mixers), Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit), Pavement Breaker-truck mounted, Pipe Bending Machine (Power), Pitch Pump, Plaster Pump (regardless of size), Post Hole Digger (Post Pounder & Auger), Rod Bending Machines (Power), Roller-Black Top, Scales (Power), Seaman pulverizing mixer, Shoulder widener, Silos, Skidsteer (all attachments), Skimmer Machines (boom-type),Steel Cutting Machine (service & maintain), Tam Rock Drill, Tractor, Tug Captain,Power Boats, Tug Master (powerboats), Ultra High Pressure Waterjet Cutting Tool System,operator/maintenance technician, Vacuum Blasting Machine, Vibrating Plants (used inconjunction with unloading), Welder and Repair Mechanics.

CLASS D: Brooms and Sweepers, Chippers, Compressor (single), Concrete Spreaders (small type), Conveyor Loaders (not including Elevator Graders), Engines-large diesel (1620 HP) and Staging Pump, Farm Tractors, Fertilizing Equipment (Operation & Maint. of), Fine Grade Machine (small type), Form Line Graders (small type), Front End Loader (under 1 yard), Generator (single), Grease, Gas, Fuel and Oil supply trucks, Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units), Lights, Portable Generating Light Plants, Mixers (Concrete, small), Mulching Equipment (Operation and Maintenance of), Pumps (4 inch.suction & over incl. submersible pumps), Pumps (2 inch or less than four (4) inches such incl. submersible pumps), Pumps (Diesel Engine and Hydraulic-immaterial of power, Road Finishing Machines (small type), Rollers-grade, fill or stone base, Seeding Equip. (Operation and Maintenance of), Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite), Steam Jennies and Boilers-irrespective of use, Stone Spreader, Tamping Machines Machines, Vibrating Ride-on, Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units), Water & Sprinkler Trucks (used on or in conjunction with jobsite), Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery), Wellpoint Systems (including installation by Bull Gang and Maintenance of).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics' Helper, Tire Repair and Maintenance, Transit/Instrument Man.

WAGES:(per hour)

	07/01/2015	01/01/2016
Class A5	\$ 51.32	\$ 52.07
Class A4	50.32	51.07
Class A3	49.07	49.07
Class A2	49.32	50.07
Class A1	48.07	48.07
Class A	47.07	47.07
Class B	45.48	45.48
Class C	43.57	43.57
Class D	41.94	41.94
Class E	40.23	40.23
Helicopter:		
Pilot/Engineer	48.89	48.89
Lead/Safety Engineer	47.81	47.81
Surveying:		
Chief of Party	47.07	47.07

Transit/Instrument Man	40.23	40.23
Rod/Chainman	37.65	37.65

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 29.48	\$ 30.63
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SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

HOLIDAY

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

Apprentices	\$ 29.48	\$ 30.63
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11-825

Operating Engineer - Marine Construction

06/01/2016

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 07/01/2015

CLASS A

Operator, Leverman, \$ 35.63
 Lead Dredgeman

CLASS A1

Dozer, Front Loader Operator To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.

CLASS B

Spider/Spill Barge Operator, \$ 30.81
 Tug Operator(over1000hp),
 OperatorII, Fill Placer,
 Derrick Operator, Engineer,
 Chief Mate, Electrician,
 Chief Welder,
 Maintenance Engineer

Certified Welder, \$ 29.01
 Boat Operator(licensed)

CLASS C

Drag Barge Operator, \$ 28.22
 Steward, Mate,
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 27.30

CLASS D
Shoreman, Deckhand, \$ 22.68
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 07/01/2015
\$ 9.99 plus 8%
of straight time
wage, Overtime hours
add \$ 0.63

All Class C \$ 9.69 plus 8%
of straight time
wage, Overtime hours
add \$ 0.48

All Class D \$ 9.39 plus 8%
of straight time
wage, Overtime hours
add \$ 0.33

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 - Steel Erectors

06/01/2016

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame, Cherry Pickers(10 tons and under), Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Side Booms, Straddle Carrier, Vacuum Truck.

CLASS C: Aerial Platform used as Hoist, Compressors (2 or 3 in Battery), Concrete cleaning/ decontamination machine operator, Directional Boring Machines, Elevator or House Cars,Conveyers and Tugger Hoists, Fireman, ForkLifts, Generators (2 or 3 in Battery),Heavy equipment robotics operator/technician, Master environmental maintenance technician, Maintenance -Utility Man, Rod Bending Machines (Power),Captain(powerboat), Tug Master, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine, Welding Machines(gas or electric,2 or 3 in battery, including diesels), Transfer Machine, Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation.

CLASS D: Compressor (single), Welding Machines (Gas, Diesel, and/or Electric Converters of any type), Welding System Multiple (Rectifier Transformer type).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics' Helper, Transit/Instrument Man.

WAGES:(per hour)

	07/01/2015	01/01/2016
Class A3	\$ 53.34	\$ 54.09
Class A2	51.09	51.09
Class A1	51.68	52.43
Class A	49.43	49.43
Class B	46.64	46.64
Class C	43.98	43.98
Class D	42.45	42.45
Class E	40.69	40.69
Helicopter: Pilot/Engineer	50.70	50.70
Lead/Safety Engineer	48.26	48.26
Surveying: Chief of Party	47.40	47.40
Transit/Instrument man	40.69	40.69
Rod/Chainman	37.65	37.65

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 29.48	\$ 30.63
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SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

HOLIDAY

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

Apprentices	\$ 29.48	\$ 30.63
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11-825SE

Painter

06/01/2016

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Rockland

WAGES

Wages per hour

	07/01/2015	05/01/2016	05/01/2017 Additional
Brush	\$ 33.64	\$ 34.64	\$ 1.65
Dry Wall finisher	33.64	34.64	
Sandblaster-Painter	33.64	34.64	
Lead Abatement	33.64	34.64	

Spray Rate	34.64	35.64
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See Bridge Painters rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.49	\$ 21.14
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 9.39	\$ 9.64
All others	20.49	21.14

1-155ROC

Painter - Bridge & Structural Steel

06/01/2016

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked:

STEEL:

Bridge Painting:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -	\$ 48.00 + 5.63*	\$ 49.00 + 6.13*
From Nov. 16th to April 30th -	\$ 48.00 + 5.63*	\$ 49.00 + 6.13*

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$48.00 or \$49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

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

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	\$ 28.95	\$ 29.95
Hourly Rate after 40 hours	7.50	7.50

From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.95	29.70
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2015	10/01/2015
1st 90 days	\$ 21.45	\$ 22.05
1st year after 90 days	21.45	22.05
2nd year	32.18	33.08
3rd year	42.90	44.10

Supplemental Benefits per hour worked:

	07/01/2015	10/01/2015
1st 90 days	\$ 8.83	\$ 9.23
1st year after 90 days	11.58	11.98
2nd year	17.37	17.97
3rd year	23.16	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping

06/01/2016

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2015
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2015
 Journeyworker:

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

OVERTIME PAY

See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

Painter - Metal Polisher **06/01/2016**

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

	07/01/2015	06/01/2016	06/01/2017
Metal Polisher	\$ 28.07	\$ 28.88	\$ 29.73
Metal Polisher**	29.02	29.83	30.68
Metal Poilsher***	31.57	32.38	33.23

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker: All classification	\$ 9.12	\$ 9.26	\$ 9.41

OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2015	06/01/2016
1st year	\$ 11.75	\$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplentals benefits:

Per hour paid:

	07/01/2015	06/01/2016
1st year	\$ 6.26	\$6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

8-8A/28A-MP

Plumber **06/01/2016**

JOB DESCRIPTION Plumber **DISTRICT 11**

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

REFRIGERATION/AIR COOLING/AIR CONDITIONING: For all commercial plumbing/HVAC service and maintenance refrigeration where combined compressor tonnage does not exceed 40 tons. For water-cooled air conditioning where units do not exceed 25 tons, including piping of the component system and erection of water tower. For air-cooled air conditioning where units do not exceed 50 tons.

WAGES: (per hour)

	07/01/2015
Plumber/Steamfitter	\$ 31.99

SUPPLEMENTAL BENEFITS

Per hour paid:
Journeyman \$ 26.58

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wage.

1st term	\$ 11.19
2nd term	14.40
3rd term	17.59
4th term	22.39
5th term	27.19

Supplemental Benefits per hour paid:

Apprentices

1st term	\$ 9.24
2nd term	11.93
3rd term	14.56
4th term	19.31
5th term	22.84

11-373 Refrig

Plumber

06/01/2016

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Walkill and Shawangunk Prisons).

WAGES

WAGES:(per hour) 07/01/2015

Total Projects

over \$230,000.00

Plumber/Steamfitter \$ 41.70

Total Projects

\$230,000.00 and under.

Plumber/Steamfitter 35.45

Note: For all work 40-60 feet above ground add \$ 0.25 per hour,
over 60 feet add \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

On Projects over \$230,000.00:

Journeyman \$ 34.34

On Projects \$230,000.00 and under:

Journeyman 29.19

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wages.

For Projects over \$230,000.00:

1st term	\$ 14.60
2nd term	18.77

3rd term	22.94
4th term	29.19
5th term	35.45

Supplemental Benefits per hour worked:

1st term	12.10
2nd term	15.51
3rd term	18.93
4th term	27.54
5th term	30.94

(1) year terms at the following wages.

For Projects \$230,000.00 and under:

1st term	12.41
2nd term	15.95
3rd term	19.50
4th term	24.81
5th term	30.13

Supplemental Benefits per hour worked:

1st term	10.29
2nd term	13.19
3rd term	16.11
4th term	23.41
5th term	26.30

11-373 SF

Roofer

06/01/2016

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2015

Roofer/Waterproofers \$ 42.20

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Journeyworker \$ 28.93

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

1st	2nd	3rd	4th
\$ 2.70	\$ 14.76	\$ 17.59	\$ 21.85

9-8R

Sheetmetal Worker

06/01/2016

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

07/01/2015

SheetMetal Worker \$ 43.41

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
 10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 36.27

OVERTIME PAY

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

*Note: For Sundays or Holidays worked, HOURLY WAGE is double the total of the hourly wage plus the hourly benefit paid all in wages. (Benefits are included in the wages).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$16.07	\$18.07	\$ 20.09	\$ 22.09	\$ 24.09	\$ 26.11	\$ 28.59	\$ 31.07

Supplemental Benefits per hour:

Apprentices

1st term	\$ 15.80
2nd term	17.79
3rd term	19.75
4th term	21.73
5th term	23.72
6th term	25.68
7th term	27.19
8th term	28.69

8-38

Sheetmetal Worker

06/01/2016

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2015

Sign Erector \$ 45.60

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015

Sign Erector \$ 40.25

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
 6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$11.08	\$12.55	\$14.04	\$15.51	\$21.93	\$23.86	\$26.46	\$28.45	\$30.42	\$32.40

4-137-SE

Sprinkler Fitter

06/01/2016

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour

07/01/2015

Sprinkler Fitter \$ 41.47

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.30

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 15.12	\$ 15.12	\$21.30	\$21.30	\$21.30	\$21.30	\$21.30	\$21.30

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.68	\$ 8.74	\$ 15.52	\$ 15.58	\$ 16.04	\$ 16.20	\$ 16.26	\$ 16.31	\$ 16.37	\$ 16.43

For Apprentices HIRED ON OR AFTER 04/01/2013:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 7.90	\$ 7.90	\$ 15.12	\$ 15.12	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37

1-669.2

Teamster - Building / Heavy&Highway **06/01/2016**

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT 11**

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks and Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks and Batch Trucks and all other Tractor Trailers.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Intinuator Trucks. Water Trucks.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials, parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2015	05/01/2016
GROUP 1	\$ 30.15	\$ 30.75
GROUP 1A	31.29	\$ 31.89
GROUP 2	29.59	\$ 30.19
GROUP 3	29.37	\$ 29.97
GROUP 4	29.26	\$ 29.86
GROUP 5	29.14	\$ 29.74
GROUP 6	29.14	\$ 29.74

NOTE: additional 20% premium above the hourly wage for hazardous and toxic waste removal. This applies to all groups.

Shift Work: A shift premium of 10% on 2ND Shift and 15% on 3RD Shift will be paid when mandated by the NYS DOT or other governmental agency contracts. All irregular and offshift work is to be paid a 10% premium.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 31.43	\$ 32.68
Over 40 hours	\$ 25.50	\$ 26.50

OVERTIME PAY

OVERTIME:... See (B, E, P, T*, U**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

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

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

NOTE: Holidays worked Monday to Friday receive straight time wage for working, plus Holiday Pay.

*Holidays worked on Saturday, code T applies.

**Holidays worked on Sunday, code U applies.

11-445B/HH

Welder **06/01/2016**

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 07/01/2015

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Rockland County Residential

Carpenter - Residential **06/01/2016**

JOB DESCRIPTION Carpenter - Residential **DISTRICT 11**

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

WAGES
 Per hour: 07/01/2015

Carpenter \$ 35.58

SUPPLEMENTAL BENEFITS

Per hour worked:
 Journeyworker \$ 23.78

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

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 16) on HOLIDAY PAGE

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

1st	2nd	3rd	4th
\$17.47	\$ 20.40	\$23.32	\$26.25

Supplemental Benefits per hour worked:
 Apprentice all terms \$ 12.28

11-279.1r

Electrician - Residential **06/01/2016**

JOB DESCRIPTION Electrician - Residential **DISTRICT 11**

ENTIRE COUNTIES
 Orange, Putnam, Rockland

PARTIAL COUNTIES
 Dutchess: Towns of Fishkill, East Fishkill and Beacon.

WAGES
 Per hour: 07/01/2015

Electrician Wireman/Technician \$ 34.00

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am \$ 39.89

Shift worked between 12:30am & 8:30am \$ 44.69

On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty(40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

SUPPLEMENTAL BENEFITS
 Per hour worked:

	07/01/2015	04/01/2016
Journeyman	\$ 20.82 plus 6% of wage	\$ 21.82 plus 6% of wage

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(6)1 year terms at the following percentage of Journey's wage*

1st	2nd	3rd	4th	5th	6th
30%	40%	50%	65%	70%	75%

* Denotes average Journeyman Wireman rate of all wage zones

Supplemental Benefits per hour worked:

07/01/2015

1st term	\$ 11.42 plus 6% of wage
2nd term	\$ 12.92 plus 6% of wage
3rd term	\$ 14.92 plus 6% of wage
4th term	\$ 16.92 plus 6% of wage
5th & 6th terms	\$ 19.92 plus 6% of wage

11-R363/1

Insulator - Heat & Frost - Residential

06/01/2016

JOB DESCRIPTION Insulator - Heat & Frost - Residential

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

07/01/2015

Asbestos Worker	\$ 39.25
Apprentices	25.44
Fire Stop Work* Asbestos Worker	25.44

* Applies on all exclusive Fire Stop Work (when contract is for Fire Stop Work only). No apprentices on these contracts only.

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

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyworker	\$ 25.27
Apprentice	16.06
Fire Stop Work: Journeyworker	16.06

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

Overtime:.. See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

8-91R

Plumber - Residential

06/01/2016

JOB DESCRIPTION Plumber - Residential

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Walkill and Shawangunk Prisons).

WAGES

RESIDENTIAL (One and Two Family).

Plumbing /HVAC for construction and repair to plumbing and heating systems in residential housing

WAGES: (per hour)

07/01/2015

Plumber/Steamfitter \$ 27.75

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS (per hour worked)

Journeyman \$ 14.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wages.

1st term	\$ 11.10
2nd term	13.88
3rd term	16.65
4th term	19.43
5th term	23.59

Supplemental Benefits (per hour worked):

1st term	7.32
2nd term	8.50
3rd term	9.68
4th term	10.86
5th term	12.63

11-373.r

Sheetmetal Worker - Residential

06/01/2016

JOB DESCRIPTION Sheetmetal Worker - Residential

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

WAGES: (per hour)

07/01/2015

Sheetmetal Worker \$ 29.76

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 19.79

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

REGISTERED APPRENTICES WAGES: (per hour)

(1/2) year terms at the following rates.

1st	2nd	3rd	4th	5th	6th	7th	8th
15.58	17.03	18.49	19.89	21.67	23.28	25.16	26.72

REGISTERED APPRENTICES WAGES: (per hour)

Supplemental Benefits	
1st	\$ 11.68
2nd	12.70
3rd	13.72
4th	14.80
5th	15.49
6th	16.36
7th	16.97
8th	17.88

8-38r

Sprinkler Fitter - Residential

06/01/2016

JOB DESCRIPTION Sprinkler Fitter - Residential

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

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

07/01/2015

Sprinkler Fitter \$ 31.10

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.30

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.

1-669r2

Overtime Codes

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

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

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