

JEFFREY M. LANIGAN  
MAYOR



JOSEPH G. GUILIANO  
PUBLIC WORKS

ENGINEERING DEPARTMENT  
ROME CITY HALL ♦ 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440  
(315) 838-1722  
[www.RomeNewYork.com](http://www.RomeNewYork.com)

**BID NUMBER:** RFB - 2025 - 005  
**BID TITLE:** 2025 COLD MILLING AND RESURFACING PROJECT  
**BID DUE:** MAY 15, 2025 at 11:00 AM  
**BID OPENING:** MAY 15, 2025 at 11:00 AM

**COMPANY NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME/TITLE:** \_\_\_\_\_

**TOTAL OF BID IN FIGURES:** \_\_\_\_\_

**TOTAL OF BID IN WORDS:** \_\_\_\_\_

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



2025 COLD MILLING AND RESURFACING PROJECT					
Item #	Description Of Worked Performed	Quantity	Unit	Unit Price	Amount
1.00	Unclassified Excavation	100	CY		
4.1.05	Coldmilling Blacktop Surface Depth Range 0 - 2.5 Inches (Coldmilling Materials are Controlled and Owned by Contractor)	106,000	SY		
4.2.05	Coldmilling Blacktop Surface Depth Range 2.75 - 4 Inches (Coldmilling Materials are Controlled and Owned by Contractor)	10,500	SY		
4.30	Coldmilling Blacktop Surface Depth Range 0 - 3 Inches (Coldmilling of Small Patch Areas Less than 50 SY Each Location)	1,000	SY		
13.10	10 Inch PVC SDR 26/35 - (Includes the cost of installation but does NOT include cost of excavation and backfill materails)	20	LF		
13.12	12 Inch HDPE ADS PERFORATED STORM PIPE - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	400	LF		
15.00	Trench and Backfill - (Includes cost of excavation and removal of existing materials)	350	CY		
20.00	New Gate Box, 3 PC - (Includes cost of excavation, installation, and concrete) - Gate Box Provided by City of Rome	10	EA		
22.00	Reset Gate Box - (Includes cost of excavation, installation, and concrete) - Gate Box Upper Section Provided by City of Rome	20	EA		
22.10	Reset Manhole Frame to Required Grade - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	30	EA		
22.11	Reset Manhole Frame to Required Grade - EJ USA Self Level Frame Prod. #00302433 & #00120423 - Castings Provided by City of Rome	6	EA		
22.20	Reset Drainage Inlet Catch Basin - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	25	EA		
22.30	Additional Altering of Draining Inlet Catch Basins or Manhole Frames - (Includes cost of excavation and installation of pre-cast concrete rings)	10	VF		
24.10	NYSDOT Class A or Class J Concrete Curb - Straight or Radius	350	LF		
25.00	Bituminous Material (Tack Coat)	17,000	GAL		
28.00	NYSDOT Item #403.138902 - Type 3 Binder Course - Approximate 2.5 Inch Lift Thickness	1,400	TON		
28.10	NYSDOT Item #403.138902 - Type 3 Binder Course Hand Work - Approximate 2.5 Inch Lift Thickness	200	TON		
29.00	NYSDOT Item #403.198202 - Type 7F Top Course - Approximate 1.5 Inch Lift Thickness	9,500	TON		
29.10	NYSDOT Item #403.198202 - Type 7F Top Course Hand Work - Approximate 1.5 Inch Lift Thickness	250	TON		
29.20	NYSDOT Item #403.198202 - Type 7 Top Course True and Leveling - Approximate 1.0 Inch Lift Thickness	6,000	TON		
30.00	NYSDOT Item #623.02 - Crushed Gravel or Item #623.03 - Crushed Stone - (Includes cost of materials and installation)	500	TON		
33.00	NYSDOT Class D Concrete - 6 Inch Depth Concrete Sidewalk - Remove and Replace	2,500	SF		
33.30	ADA Detectable Warning Plate - Steel DURALAST Detectable - EJ USA Prod. #00700721 - (Includes cost of material and installation)	400	SF		
62.00	Pre-Cast Concrete Storm Water Leach Basin - 4 Ft Diameter Round, 5 Foot Depth - (Includes cost of materials and installation)	1	EA		
64.00	Connect to Existing Manhole or Catch Basin - (Includes cost of materials and installation)	3	EA		
79.00	NYSDOT Type 2 Subbase Material - Crusher Run Material	350	TON		
80.00	NYSDOT Type 4 Subbase Material - Gravel Material	200	TON		
86.00	Geo-Textile Material - Non-Woven (Used as material separation in storm water leach field)	700	SY		
119.10	Reset Granite Curbing - Straight or Radius - (Includes cost of granite curbing materials and installation)	10	LF		
163.00	Full Depth Patch - 6 Inch Depth Utility Excavation Asphalt Repair - (Includes cost to excavate materials and install 4.5" Binder and 1.5" Top)	1,500	SY		
165.11	White Epoxy Reflectorized Pavement Stripes - 20 Mils Thickness	25,000	LF		
165.12	Yellow Epoxy Reflectorized Pavement Stripes - 20 Mils Thickness	25,000	LF		
165.14	White Epoxy Reflectorized Pavement Symbols - 20 Mils Thickness	10	EA		
199.00	Pre-Cast Concrete Drainage Inlet Catch Basin - 2 Ft X 2 Ft X 3 Ft Square (Includes cost of materials and installation)	3	EA		
212.00	Field Change Allowance	1	LS	\$50,000.00	\$50,000.00
214.00	Maintenance and Protection of Traffic	1	LS		
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	LS		
		TOTAL BID			

2025 Cold Milling Master Streets List

Ward	Street	From	To	Milling Depth	Length FT	Width FT	SY
1	Gansevoort Ave.	Oneida St.	Seneca St.	2.5" Mill	680	28	2116
1	Floyd Pl.	Floyd Ave.	Emerson St.	2.5" Mill	200	26	578
1	Bell Road South	Floyd Ave.	Tennyson Ave.	2.5" Mill	580	28	1804
1	Brooks Rd.	Otis St.	Hanger Rd.	2.5" Mill	1275	32	4533
1	Dart Cirle	NYS Route 825	RFA High School	2.5" Mill	500	28	1556
1	Balsam Ave	James St	Schlieder Ave	2.5" Mill	480	22	1173
1	Bell Rd North	Dead End	Belair Dr - 250 Ft Dead End	2.5" Mill	250	22	611
1	Sixth St	E Dominick St.	Mohawk St.	2.5" Mill	750	22	1833
1	Webster St.	Calhoun St.	Pleasant Ave.	2.5" Mill	590	20	1311
1	Myrtle St.	Roberts St.	Black River Blvd.	2.5" Mill	135	15	225

## 2025 Cold Milling Master Streets List

Ward	Street	From	To	Milling Depth	Length FT	Width FT	SY
2	Third Street	E. Dominick Street	Mohawk Street	2.5" Mill	900	28	2800
2	Cook Ave.	Lawrence St.	Canal St.	2.5" Mill	420	15	700
2	Mill St.	E Dominick St.	Raullis Iron Works	4" Mill	750	40	3333
2	Mill St.	Harbor Way	Bridge Apron	2.5" Mill	200	30	667
2	Harbor Way	Mill St.	Verizon D/W Entrance	2.5" Mill	650	28	2022
2	Baptiste Ave.	S James St.	Division St.	2.5" Mill	250	20	556
2	Canal St.	Jasper St.	Massock Ave.	2.5" Mill	375	28	1167
2	DPW City Yard	Salt Barn	Roadway Loop	4" Binder	600	24	1600
2	DPW City Yard	Front Parking Lot	Between Wooden Poles	2.5" Mill	215	38	908
2	Merry Christmas Sign	Erie Blvd East	Parking Area	2.5" Binder	200	20	444
2	Evans Road	Coleman Mills Rd	500 Feet From Coleman Mills Rd.	2" Mill and Top	500	24	1333
2	Evans Road	NYS Route 233	800 Feet From NYS Route 233	2" Mill and Top	800	24	2133

2025 Cold Milling Master Streets List

Ward	Street	From	To	Milling Depth	Length FT	Width FT	SY
3	S Jay St.	Muck Rd	521 S Jay St	2.5" Mill	1200	22	2933
3	S George St.	Muck Rd.	720 S George St	2.5" Mill	1000	22	2444
3	S George St	Henry St.	Ridge St.	2.5" Mill	320	34	1209
3	N Jay St	W Dominick St.	W Liberty St.	2.5" Mill	530	32	1884
3	Memory Lane	Henry St.	Gorski Ave	2.5" Mill	170	12	227
3	Matthew St	Madison St	George St	2.5" Mill	700	26	2022
3	West End Lane	115 West South St	125 West End Lane	2.5" Mill	600	18	1200

2025 Cold Milling Master Streets List

Ward	Street	From	To	Milling Depth	Length FT	Width FT	SY
4	N Charles St.	205 N Charles	Lenox St.	2.5" Mill	880	26	2542
4	Stanwix St.	N James St.	Blk River Blvd	2.5" Mill	800	30	2667
4	N James St	W Embargo St.	W Court St.	2.5" Mill	550	46	2811
4	N James St	Thomas St.	Bloomfield St.	2.5" Mill	550	46	2811
4	W Liberty St	Expense St	Frederick St.	2.5" Mill	800	28	2489
4	W Dominick St	Expense St	Frederick St.	2.5" Mill	700	36	2800

2025 Cold Milling Master Streets List

Ward	Street	From	To	Milling Depth	Length FT	Width FT	SY
5	Highland Ave	Croton St	Gould Place	2.5" Mill	335	26	968
5	Expense St	W Bloomfield St.	W Thomas St	2.5" Mill	790	30	2633
5	DeWitt La.	Lee St.	Dead End	2.5" Mill	470	28	1462
5	Kolton Dr.	Forest Lane	Overhill Dr. West	2.5" Mill	850	26	2456
5	Overhill Dr.	Forest Lane	Kolton Dr.	2.5" Mill	950	28	2956
5	Kolton Dr.	Forest Lane	Turin Rd.	2.5" Mill	300	26	867
5	Forest Lane	Overhill Dr	Kolton Dr	2.5" Mill	400	28	1244
5	Jervis Ave.	W Thomas St.	Towards Golden Ave.	2.5" Mill	1100	24	2933
5	Lorena Rd.	Sleepy Hollow Rd.	6000 Lorena Rd.	2" Mill and Top	1200	20	2667
5	Water Plant Lagoons	Water Plant	Lagoons Access Driveway	3" Binder Course	3100	12	4133

**2025 Cold Milling Master Streets List**

Ward	Street	From	To	Milling Depth	Length FT	Width FT	SY
6	Edgewood Dr	Northgate Dr	Winchester Dr	2.5" Mill	650	26	1878
6	Williams Rd	Turin Rd	Beilby Rd	2.5" Mill	1465	22	3581
6	Gates / Clinton	Cryus Ave.	Fonda Ave.	2.5" Mill	300	20	667
6	Shank Ave.	Elmer Hill Rd.	Gates Ave.	2.5" Mill	525	20	1167
6	Fonda Ave.	Elmer Hill Rd.	Clinton Ave.	2.5" Mill	495	20	1100
6	Olive St.	N George St. W	N Madison St.	2.5" Mill	300	28	933
6	Glen Rd	Turin Rd.	Glen Rd. North / South Split	2.5" Mill	530	30	1767
6	Rosenburg Ln	N Madison St.	N George St.	2.5" Mill	630	28	1960
6	W Sycamore St.	Carroll St.	N Madison St.	2.5" Mill	500	28	1556
6	Parks Dept Garage	Parking Lot	Parking Stalls and Driveway	2.5" Mill	300	20	667
6	Beech St	Dead End	Beech St Dead End Turnaround	4" Mill	60	60	400



## 2025 Cold Milling Master Streets List

Ward	Street	From	To	Milling Depth	Length FT	Width FT	SY
7	E. Sycamore St.	Schuyler St.	Blk. River Blvd.	2.5" Mill	225	28	700
7	E. Linden St.	Sherman Ave.	VanBuren Ave.	2.5" Mill	465	32	1653
7	E. Locust St.	Sherman Ave.	Valentine Ave.	2.5" Mill	480	28	1493
7	Maple St.	N Washington St.	N George St.	2.5" Mill	435	28	1353
7	Patriot La.	E. Locust St.	E. Linden St.	2.5" Mill	500	15	833
7	Patriot La.	E. Locust St.	Jefferson St.	2.5" Mill	500	15	833
7	McKinley Ave	Oakwood St.	Jefferson St.	2.5" Mill	500	28	1556
7	W. Linden St.	N. James St.	Kaskoun Ln.	2.5" Mill	275	32	978
7	Jefferson Ct.	Jefferson St.	End	2.5" Mill	400	28	1244
7	N George St.	Garden St.	Maple St.	2.5" Mill	525	28	1633
7	W Garden St	N James St	N Washington St	2.5" Mill	570	28	1773
7	Michelle Adey Ln	W Linden St	Maple St	2.5" Mill	450	12	600
7	Marty's Way	Ed Murphy Lane	Demare Lane	2.5" Mill	425	16	756
7	Ed Murphy Lane	W Locust St.	W Pine St.	2.5" Mill	500	15	833
7	Old Floyd Rd	Entrance to Base	Perimeter Rd	2.5" Mill	325	22	794

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## **SECTION 100**

### **CONTRACT DOCUMENTS**

## **Bid Advertisement**

Sealed bid will be received by the City Clerk of the City of Rome, New York, up until: MAY 15, 2025, 11:00 AM for the following project:

### **RFB-2025-005**

2025 Cold Milling and Resurfacing Project

### **BID OPENING**

Bid will be publicly opened and read aloud on MAY 15, 2025 at 11:00 AM.

Bids will be opened in the Council Chambers located at:

198 North Washington St, Rome, NY, 13440

Rome City Hall, 2<sup>nd</sup> Floor

### **BID SUBMITTAL & FORMS**

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall or dropped in overnight depository.

All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

RFB-2025-005 2025 Cold Milling and Resurfacing Project

### **BID MATERIALS**

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

### **OFFICIAL PLAN HOLDERS LIST**

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors that obtain contract documents from a source other than the issuing locations must notify the City of Rome in order to be placed on the official plan holders list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holders list will not be accepted. To be placed on the official plan holders list please contact:

#### **Patrick D. Surace, P.E.**

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

[PSurace@RomeCityGov.com](mailto:PSurace@RomeCityGov.com)

**ADDENDA**

The City will issue addenda once all project and bid questions have been received. The City will not respond to bidder's questions after May 9, 2025.

**PRE-BID CONFERENCE & PROJECT QUESTIONS**

There will be no pre-bid conference for this project bid.

All project and bid questions must be received by:

May 9, 2025

All questions should be directed to:

**Patrick D. Surace, P.E.**

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

[PSurace@RomeCityGov.com](mailto:PSurace@RomeCityGov.com)

**BID SECURITY**

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, NY. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

**BID ADVERTISEMENT NOTES**

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination based on race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the Right to Reject any and all bid proposals deemed to be NOT in the best interest of the City.

The City of Rome also reserves the Right to Accept any bid proposal deemed to be in the best interest of the City.

Dated: April 28, 2024

Eric Seelig, City Clerk

City of Rome, NY

Board of Estimate and Contract

## PROPOSAL

To the Board of Estimate and Contract,  
City of Rome, NY

Pursuant to and in compliance with your advertisement for bids dated **April 28, 2024** and the information for bidders relating hereto, the undersigned hereby offers to furnish all labor, material, implements, tool, etc., necessary, or proper for, or incidental to:

### **RFB-2025-005 2025 Cold Milling and Resurfacing Project**

as required by and in strict accordance with the Plans and Specifications, for the unit prices set opposite the several items which are attached.

In submitting this bid, the undersigned declares that he is, or they are, the only person, or persons, interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employment of the City is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits therein.

The undersigned also hereby declares that he, or they, have carefully examined the plans, specifications, forms of contract, that he has, or they have, personally inspected the actual location of the work together with the local sources of supply and that he has, or they have, satisfied himself, or themselves, as to all the quantities and conditions and understands that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is, or they are, to furnish and provide for the respective item price bid, all necessary material, except that furnished by the City of Rome, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions to complete the construction of the aforementioned work in accordance with the plans and specifications for said construction, which plans and specifications it is agreed are a part of this proposal and to accept in full compensation thereof the amount of the summation of the products of the actual quantities multiplied by the unit prices bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurements, or by any changes or alterations in the plans or specifications of the work.

**CONTRACT FOR:**

**RFB-2025-005 2025 Cold Milling and Resurfacing Project**

in Rome, New York, dated \_\_\_\_\_ by and between the City of Rome New York, a municipal corporation organized and existing under the laws of the State of New York, having a principal place of business at City Hall, 198 North Washington Street, City of Rome, County of Oneida, State of New York (hereinafter referred to as “**Owner**” or “**City**”), and

\_\_\_\_\_, doing business at

\_\_\_\_\_(hereinafter referred to as the “**Contractor**”).

WITNESS that the **Owner** and the **Contractor** in consideration of the promises and of the mutual covenants, considerations and agreements herein contained, agree to be legally bound as follows:

**ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS.**

1.1 Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be a part of this Contract:

1.1.1 All provisions required by law to be inserted in this Contract, whether inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal for Bids; Bid or Proposal, and if used, the Bid Booklet; and

1.1.6 All Addenda issued prior to the receipt of the Bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

1.2 In case of any conflict or inconsistency between the provisions of this Contract and those of the Specifications, the provisions of this Contract shall govern, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner, of the Agency that is entering into this Contract, before the submission of its bid as to what shall govern.

## **ARTICLE 2. DEFINITIONS**

**2.1.1** “**Addendum**” or “**Addenda**” shall mean the Additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

**2.1.2** “**Agency**” shall mean a city, county or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government the expenses of which are paid in whole or in part from the City treasury.

**2.1.3** “**City**” shall mean the City of Rome, New York. For purposes of this Contract, the word “**City**” includes the “**City Engineer**” and “**Commissioner**”, and “**City**” and “**Owner**” are synonymous and may be used interchangeably.

**2.1.4** “**City Engineer**” shall mean an Engineer for the City of Rome, duly designated by the Commissioner to be his/her representative at the site of the Work.

**2.1.5** “**Commissioner**” shall mean the City of Rome Commissioner of Public Works, or his/her duly authorized representative.

**2.1.6** “**Contract**” or “**Contract Documents**” shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

**2.1.7** “**Contract Work**” shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except “**Extra Work**” as hereinafter defined.

**2.1.8** “**Contractor**” shall mean the entity which executed the Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), their, his/her successors, personal representatives, executors, administrators, sub-contractors and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

**2.1.9** “**Days**” shall mean calendar days, except where otherwise specified.

**2.1.10** “**Engineer**” or “**Architect**” or “**Project Manager**” shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. For projects on which the **City** outsources engineering, architecture or management services, any reference to “**City Engineer**” shall be deemed to mean “**Engineer**” or “**Architect**” or “**Project Manager**”, whichever is applicable.

**2.1.10(a)** “**Employee**” shall mean those persons employed and supervised by **Contractor**, or any **Subcontractor(s)**, to perform the **Work** contemplated under this Contract. For purposes of this Contract, the City of Rome has no obligation to protect any “**Employee**” from any injury or harm as the result of working under this Contract, as said obligation rests solely with **Contractor** and/or **Subcontractor(s)**.

**2.1.11** “**Extra Work**” shall mean Work other than that required by the Contract at the time of award, which is authorized by the Commissioner pursuant to Article 16 of this Contract.



2.1.12 **“Final Acceptance”** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.13 **“Final Approved Punch List”** shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.14 **“Law” or “Laws”** shall mean the Constitution of the State of New York, the City of Rome Charter, a statute of the United States or of the State of New York, a local law of the City of Rome, New York, any ordinance, rule or regulations having the force of law, or common law.

2.1.15 **“Materialman”** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, material or equipment to be incorporated in the Work.

2.1.16 **“Means and Methods of Construction”** shall mean the labor, materials, temporary structures, tools, plant and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.17 **“Notice”** shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm, or corporation for whom intended, or to his, their or its duly authorized agent, representative or office; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mail box.

2.1.18 **“Owner”** shall mean the City of Rome, New York. For purposes of this **Contract**, the word **“Owner”** includes the **“City Engineer”** and **“Commissioner”**, and the words **“Owner”** and **“City”** are synonymous and may be used interchangeably.

2.1.19 **“Project”** shall mean the public improvement to which this Contract relates.

2.1.20 **“Required Quantity”** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.21 **“Site”** shall mean the area upon or in which the Contractor’s operations and work under this Contract are carried on, and such other public areas immediately adjacent thereto as may be designated as such by the Engineer. The word **“Site”** shall not include private property utilized by Contractor for any purpose.

2.1.22 **“Specifications”** shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.23 **“Subcontractor”** shall mean any person, firm or corporation, other than Employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.24 “**Substantial Completion**” shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely complete.

2.1.25 “**Treasurer**” shall mean the Treasurer or Chief Financial Officer of the City of Rome, New York.

2.1.26 “**Work**” shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

## **ARTICLE 2A. NOTICE OF AWARD AND NOTICE TO PROCEED**

2A.1 Upon the acceptance of the contractors bid by the **City**, the **City** will issue a “Notice of Award”, which shall detail the **Contract** requirements, insurance documents and any other pertinent information. All requirements of the Notice of Award must be submitted to the **City** within ten (10) working days of the Notice. In the event that the **Contractor** fails to submit the correct requirements as determined solely by the **City Engineer**, the **Contractor** will be deemed in non-compliance and will forfeit its bid security to the **City**.

2A.2 The Notice to Proceed will detail the **Contract** time and other details pertinent to the **Contract**, i.e. submittals, listing of subcontractors, contact numbers, etc.

## **ARTICLE 3. THE WORK AND ITS PERFORMANCE**

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications** and **Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

3.2 The **Contractor** will furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the work contemplated by this contract as required by and in strict accordance with the applicable plans and specifications prepared by the **City Engineer** or **Engineer** or **Architect**.

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3.3 By executing this **Contract**, the **Contractor** is precluded and debarred from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the **Project Work** covered by the **Contract**.

## **ARTICLE 3A. COMPENSATION TO BE PAID CONTRACTOR**

3A.1 The **City** will pay, and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein,

the total sum of \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) this said sum being the Amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor’s** bid for the **Contract**.

#### **ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION**

**4.1** Unless otherwise expressly provided in the **Contract Drawings, Specifications** and/or **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **City Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **City Engineer**:

**4.1.1** Will constitute or create a hazard to the **Work**, to persons of the general public or public property. **Contractor** and **Subcontractor(s)** are responsible for supervising the safety of their own employees, both on and off the **Work Site**, and maintaining the integrity, condition and safety of any property; or

**4.1.2** Will not produce finished **Work** in accordance with the terms of the **Contract**; or

**4.1.3** Will be detrimental to the overall progress of the **Project**.

**4.2** The **City Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

**4.3** Nothing herein shall be interpreted to mean that the **Owner, Commissioner or City Engineer** shall have an obligation or duty to supervise the **Contractor's Means and Methods of Construction** in order to protect the safety of **Contractor's or Subcontractors' Employees**, as said obligation or duty rests solely with the **Contractor or Subcontractor**.

#### **ARTICLE 4A. SURVEYS, GRADE AND PERMITS.**

The **Contractor will be responsible for all** lines and grades necessary for the satisfactory completion of the work called for by this **Contract**. It will be the responsibility of the **Contractor** to adhere to lines and grades provided. If it is determined by the **City Engineer** that adjustments and changes to lines and grades will be necessary, then the **Contractor shall** take direction from the **City Engineer** and make changes accordingly. There is no additional payment made when the **City Engineer** determines it is necessary to make field changes for satisfactory completion of this **Contract**. The **City Engineer** may give the **Contractor** a Miscellaneous Order(s) to correct drainage problems, for which the **City Engineer** will supply grades and elevations. It will be the **Contractor's** responsibility to conform to the grades and elevations contained in said Miscellaneous Order. If **Contractor** does not conform to the ordered grade elevations, the **Contractor** will correct work at his own cost, as directed by the **City Engineer**.

The **Contractor** shall have the right to cut the pavement in any street or alley through which the work herein described is laid out, without any further permits. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the **Contractor**. Upon completion of the **Work** covered by this **Contract**, said license to enter the City's streets or alleys to make cuts shall be revoked.

## **ARTICLE 5. INSPECTION**

**5.1** During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe and proper facility for inspecting all **Work** done or being done at the **Site**, and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

**5.2** The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 5.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 16. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

**5.3** Inspection and approval by the **Commissioner** or **City Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract** or of its obligation to protect its **Employees** from injury or harm for work performed under this **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **City Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

**5.4** Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

**5.5** Nothing herein shall be interpreted to mean that the inspection authority provided to the **City** by this Article 5 creates any obligation or duty on the **City** to protect the safety of **Contractor's** or **Subcontractors Employees** or to protect the safety, integrity or condition of any property, as said obligations and duties rest solely with the **Contractor** or **Subcontractor**.

## **ARTICLE 6. PROTECTION OF WORK AND OF PERSONS AND PROPERTY**

**6.1** During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect **Employees**, both on and off the **Work Site**, the finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles and the site against any injury, damage, loss, theft and/or vandalism, and in the event of such injury, damage, loss, theft and/or vandalism, it shall promptly secure, remove, replace or repair such **Work**, **Employee**, equipment, materials, tools, machinery, vehicles and the site, whichever the **Commissioner** or **City Engineer** shall determine to be preferable. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Commissioner's** or **City Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

**6.2** The **City** may require the **Contractor** to secure, remove, replace or repair any **Employee**, finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles, which, in the opinion of the **City**, **Commissioner** or **City Engineer**, is/are a danger to persons of the public or public property.

6.3 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors** operations or storage under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, signage, barricades and enclosures.

6.4 The **Contractor** shall notify the **Commissioner, Treasurer**, the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier in writing, of any loss, damage or injury to **Work**, persons or property arising out of the operations or storage of the **Contractor** and/or its **Subcontractors** under this **Contract**, or any accidents on the **Site**, within thirty (30) days of the occurrence. The **Contractor's** notice to the insurance carrier must expressly specify that "this notice is being given on behalf of the City of Rome, New York as additional insured as well as [the **Contractor**] as named insured." Within three (3) **Days** after the notice to the **Contractor** of the happening of any such loss, damage or injury to **Work**, persons or property, or any accidents, the **Contractor** shall make a full and complete report thereof in writing to the **City Engineer**.

6.4.1 Notice to the **Treasurer** pursuant to 6.3 shall specify the name of the **Contract**, the date of the incident, the location (street address) of the incident, the identity of the persons or things injured, damaged or lost, and the name of the insurance carrier that issued the commercial liability insurance policy pursuant to Article 12 of this **Contract**. Such notice shall be sent to the Corporation Counsel's Office, Suite 3A, City Hall, 198 North Washington Street, Rome, New York 13440.

6.5 If any person or property sustains any loss, damage, cost, expense or injury arising out of the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**, the **Contractor** shall indemnify, defend and hold the **City**, its employees and agents harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorney's fees and disbursements), known or unknown, contingent or otherwise, arising from or in any way related to such operations, or failure to comply with any of the provisions of this **Contract** or of the **Law**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.6 The **Contractor** shall, at its own expense, defend, indemnify and hold the **City** harmless from any and all claims (even if the allegations of the suit are without merit) or judgments for damages (including, but not limited to, delay damages from **Other Contractors**) and from costs and expenses to which **City** may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the **Contractor** and/or its **Subcontractors**, or their failure to comply with the provisions of this **Contract** or of the **Laws**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.7 To the extent required by law, by public authority or by local conditions, the **Contractor** will adequately protect adjacent property and will provide and maintain all passage ways, railroad crossings, guard fences, lights and other facilities for protection.

6.8 In the event of the existence of an unsafe condition at the work site, which in the opinion of the **City**, endangers the health, safety or welfare of the public or the well-being, condition or

integrity of any property, the **City** will contact the **Contractor** at its Emergency contact number. If **Contractor** does not abate the unsafe condition to **City's** satisfaction within the time period set by **City**, **City** may use its own resources to abate the unsafe condition. Any costs to **City**, including all material and labor costs, will be charged to **Contractor** and may be withheld from payments due to **Contractor**.

6.8.1 In the event the **City** abates the unsafe condition pursuant to Section 6.8, the **Contractor** shall indemnify and hold the **City** harmless as provided for at Sections 6.5 and 6.6 of this **Contract** for any injury, loss, damage, cost or expense to any person or property arising out of the work performed by **City** to abate the unsafe condition.

6.8.2 Nothing in Section 6.8 of this **Contract** shall be construed to establish a duty or obligation on the **City** to protect the safety, health or well-being of **Contractor**, **Subcontractor(s)** and/or **Employees** or to protect the well-being, condition or integrity of property affected by this Agreement, as said duties and obligations rest solely with the **Contractor** and/or **Subcontractor**.

6.9 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

6.10 Contractor will immediately notify Owner of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party. Contractor will also immediately notify the Rome Police Department or Oneida County Sheriff's Department, (dependent on location), of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party.

6.11 Nothing herein shall be interpreted to mean that the **City** has an obligation or duty to protect the safety of **Contractor's/Subcontractors' Employees** or to protect the safety, condition or integrity of any private property, as said obligation and duty rest solely with the **Contractor** or **Subcontractors**.

6.12 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

## **ARTICLE 7. COMMENCEMENT AND PROSECUTION OF THE WORK**

7.1 The **Contractor** shall commence **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 3 herein and as will assure its completion not later than the date specified herein, or on the date to which the time for completion may be extended.

7.2 Time for completion of the **Work** as specified shall be: **September 26, 2025**  
Extensive Liquidated Damages Procedure set forth in first three pages of Information to Bidders (Section 200).

## **ARTICLE 8. PROGRESS SCHEDULES**

8.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** with this **Contract**, unless otherwise directed by the **City Engineer**, shall submit to the **City Engineer** a proposed progress schedule in the form of a bar graph or in such other form as specified by the **City Engineer**, and monthly cash flow requirements, showing:

8.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

8.1.2 The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

8.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

8.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

8.2 The proposed schedule shall be revised as directed by the **City Engineer**, until finally approved by the **City Engineer**, and after such approval, shall be strictly adhered to by the **Contractor**.

8.3 If the **Contractor** shall fail to adhere to the approved progress schedule, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

8.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

## **ARTICLE 9. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

9.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed at article 7.2 or as set forth in the General Conditions, or within the time to which such **Substantial Completion** may be extended as permitted by the **Commissioner**.

9.2 Determining the Date of **Substantial Completion**: The **Work** shall be deemed to be substantially complete when the two conditions set forth in 9.2.1 and 9.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

9.2.1 Inspection: The **City Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

9.2.2 Approval of the Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **City Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **City Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **City Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are

unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

9.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of **City Engineer's** inspection if, upon such inspection, the **City Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

9.4 Request for Inspection: Inspection of the **Work** by the **City Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **City Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **City Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.6 Initiation of Inspection by the **City Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** may initiate such inspection or re-inspection.

## **ARTICLE 10. LIQUIDATED DAMAGES**

10.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in article 7.2 or as set forth in the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in the General Conditions, for each and every **Day** that the time consumed in completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to article 32 of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

10.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

10.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.



## **ARTICLE 11. ASSIGNMENTS**

**11.1** The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

**11.2** Such assignment, transfer or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

**11.3** Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer or conveyance, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sub-lessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

**11.4** The provisions of this clause shall not hinder, prevent or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

**11.5** This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

## **ARTICLE 12. INSURANCE**

**12.1** General Requirements for Insurance Policies. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the Owner; nor shall the Contractor allow any Sub-Contractor to commence work on his Sub-Contractor until all similar insurance required of the Sub-Contractor has been so obtained and approved. Where applicable, all Insurance required shall be maintained throughout the term of this **Contract** and said Insurance coverage shall be "occurrence" based rather than "claim-made". All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the **City** is an insured under the policy.

### **12.2. Types of Insurance.**

**12.2.1 Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract adequate Workmen's Compensation Insurance for all of such Contractor's employees who will be engaged in work at the site of the project and if any part of this contract is sublet, the Contractor will require his Sub-Contractor to maintain such insurance for all of the Sub-Contractor's employees who will be so engaged unless the latter's employees are protected by the Contractor's Compensation Insurance.

12.2.2 Commercial General Liability Insurance - The **Contractor** shall provide a Commercial General Liability Insurance Policy in an amount not less than **\$2,000,000.00**, in the **Contractor's** name and naming the **City** as an Additional Insured thereunder and endorsed to cover the liability assumed by the **Contractor** under the indemnity provisions of this **Contract**. The insurance policy shall be maintained throughout the term of this **Contract** and shall protect the **City**, the **Contractor** and/or its **Subcontractors** performing **Work** at the **Site** from claims for property damage and/or bodily injury, including accidental death, which may arise from operations under this **Contract**.

12.1.3 Public Liability Insurance in an amount not less than **\$2,000,000** for injuries, including wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than **\$2,000,000** on account of one accident;

12.1.4 Employer's Liability Insurance: The **Contractor** shall provide Employer's Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the insured; and

12.1.5 Automobile Liability Insurance: The **Contractor** shall provide commercial auto liability insurance covering all owned, non-owned and hired vehicles to be used in connection with this **Contract**.

### 12.3 Miscellaneous Provisions.

12.3.1 Notice under the Policy to the City as an Additional Insured shall be addressed to each of the following: (1) the **Commissioner**; and (2) the **Corporation Counsel's Office**, at Rome City Hall, 198 North Washington Street, Rome, New York 13440;

12.3.1(a) Notwithstanding any provision of this **Contract** to the contrary, notice by or on behalf of the **City** as an Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the **Commissioner**; however, in no event shall "as soon as practicable" be a period of less than one hundred eighty (180) **Days** thereafter; and

12.3.1(b) Notice of Cancellation of Policy. In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless thirty (30) **Days** prior written notice is sent to the Named Insured by Registered Mail and also sent by Registered Mail to both the **Commissioner** and the **Corporation Counsel's Office**, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior written consent of the **Commissioner**.

### 12.3.2 Proof of Insurance:

12.3.2(a) Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract**, file a Certificate of Insurance with the

**Commissioner** and the **Corporation Counsel**. Such certificate(s) shall certify insurance coverage in all ways in conformance with this article and shall include the following, or similar, text: “The above-named broker/producer represents and warrants to the **City** that it is an Additional Insured under the insurance policies listed herein and that such policies are in full compliance with the **Contract**.”

12.3.2(b) Certificates confirming renewals of insurances shall be submitted to each of the **City** offices specified in 12.3.1, not less than thirty (30) **Days** prior to the expiration date of coverage until all operations under this **Contract** are deemed complete.

12.3.2(c) Failure to submit the required certificate(s) of insurance or renewals, will permit the **City** to postpone the commencement of or cease **Work** on the **Project** until such time the **Contractor** complies with this article. The **City** shall assume no liability for postponing or ceasing **Work** under this article; however, the **Contractor** may be liable to the **City** for any expenses or cost the **City** incurs due to said postponement or delay.

## **ARTICLE 13. MONEY RETAINED AGAINST CLAIMS**

13.1 If any claim shall be made by any person or entity (including other **Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City**:

13.1.1 For an alleged loss, damage, injury, theft and/or vandalism of the kind referred to in Article 6, which in the opinion of the **Corporation Counsel**, may not be covered by the contingent liability, commercial general liability or property damage insurance policy, or which, together with previously filed claims, is in excess of the amount payable under such policies; or

13.1.2 For damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**.

13.2 The amount of such claims as referred to in article 13.1.1 and 13.1.2, or so much thereof as the **Commissioner** or the **Corporation Counsel** may deem necessary, may be withheld by the **Treasurer**, as security against such claim, from any money due hereunder. The **Commissioner**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

13.3 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Treasurer** shall pay such judgment or admitted claim out of the monies retained by the **Treasurer** under the provisions of this article, and return the balance, if any without interest, to the **Contractor**.

13.4 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Commissioner** and **Treasurer** any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York, the **City** shall retain from the monies due or to become due under this **Contract**, so much of monies as shall be sufficient to pay the amount claimed in said notice, together

with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until such time the **Contractor** submits to the **Commissioner** a Release of Liens and notice, showing all liens thereon are discharged pursuant to **Law**. No interest shall be paid by **City** to **Contractor** for monies held pursuant to a lien or liens properly filed.

#### **ARTICLE 14. MAINTENANCE AND GUARANTEE**

14.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Final Payment**, except where other periods of maintenance and guarantee are provided for.

14.2 As security for the faithful performance of its obligations hereunder, the **Contractor** must deliver to the **Owner** an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of his contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the **Owner**.

14.3 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than the expiration of the one (1) year period or other periods provided for herein.

14.4 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others, for which **Contractor** may be liable for additional costs or expenses the **Owner** incurs for performing said work.

14.5 If a security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

14.6 The **City Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

#### **ARTICLE 15. CHANGES**

15.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law**. All such changes, modifications and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

15.2 Contract changes will be made only for **Work** necessary to complete the **Work** included in the original scope and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work**.

15.3. The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the ways:

15.3.1 By applicable unit prices specified in the **Contract**; and/or

15.3.2 By agreement of a fixed price; and/or

15.3.3 By time and material record; and/or

15.3.4 In any other manner approved by the **Commissioner** or **Treasurer**.

15.4 Any construction **Contract** increase and any change to the **Contract** for construction-related professional services that cumulatively exceed the greater of ten percent (10%) of the **Contract** price or one hundred thousand dollars (\$100,000.00) shall be approved by the Board of Estimate & Contract and/or the Common Council of the City of Rome.

## **16. EXTRA WORK AND METHODS OF PAYMENT FOR EXTRA WORK**

16.1 The **Owner** may at any time, by a written order, and without notice to the sureties, required the performance of such **Extra Work** or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the **Contractor** for any **Extra Work**, as so ordered, shall be determined as follows:

16.1(a) By such applicable unit prices, if any, as are set forth in the contract; and/or

16.1(b) If no unit prices are so set forth, then by a lump sum mutually agreed upon by the **Owner** and the **Contractor**; and/or

16.1(c) If no such unit prices are set forth and if the parties can not agree upon a lump sum, then by the actual net cost in money to the **Contractor** or the materials and of the wages of applied labor (including premiums for Workmen's Compensation Insurance) required for such extra work, plus such rental for plant and equipment (other than small tools) required and approved for such **Extra Work**, plus fifteen percent (15%) as compensation for all other items of profit, and costs or expenses including administration, overhead, superintendence, Insurance (other than Workmen's Compensation Insurance), materials used in temporary structures, allowance made by the **Contractor** to **Subcontractors**, additional premiums upon the performance bond of the **Contractor**, and the use of small tools. The provisions hereof shall not affect the power of the **Contractor** to act in case of emergency, as hereinafter provided.

16.2 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall be computed in accordance with the items Article 16.1(c). If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in 16.1(c). If the cost of omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

## **ARTICLE 17. OMITTED WORK**

**17.1** If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant article 20, the **Contract** price shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted shall be considered, but shall not be the determining factor.

**17.2** If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in article 17.4.

**17.3** For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to article 17.4.

**17.4** In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, **Contractor** shall be paid for such material and/or equipment; provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

**17.5** The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted work.

## **ARTICLE 18. THE CITY ENGINEER**

**18.1** The **City Engineer** shall have the power to inspect, supervise and control the performance of the **Work**, subject to review by the **Commissioner**. In relation to this **Contract** and the Project, the **City Engineer** shall, with the consent and designation by the **Commissioner**, have the power to perform any act, power, determination or approval of the **Commissioner**; however, the **City Engineer** has no duty or obligation to protect the safety of **Employees** of **Contractor** or any **Subcontractors**, either on or off the **Work Site**, or to protect the safety, integrity or condition of private property;

**18.2** The **City Engineer** shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders, and shall decide all other questions in connection with the work;

**18.3** To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend all or any part of the **Work**;

**18.5** Upon request, the **City Engineer** shall confirm in writing any oral order, direction, requirement or determination; and

**18.6** The **City Engineer** may at any time demand that the **Contractor** submit samples of material for testing to demonstrate that they conform to the specifications. Samples shall be furnished at the expense of **Contractor**.

## **ARTICLE 19. CONTRACTOR**

19.1 In the performance of the work, the **Contractor** shall abide by all orders, directions and requirements of the **City Engineer** and shall perform all work to the satisfaction of the **City Engineer**, and at such time and places, by such methods and in such manner and sequence as he may require.

19.2 The **Contractor** shall employ no plant, equipment, materials, methods or men to which the **City Engineer** objects, and shall remove no plant, materials, equipment or other facilities from the **Work Site** without the **City Engineer's** permission.

19.3 The **Contractor** will employ at the **Work Site**, during the performance of **Work** under this **Contract**, a competent foreman, or superintendent, who shall be satisfactory to the **City Engineer**, and who shall not be changed except with the consent of the **City Engineer** unless he shall cease to be in the employ of the **Contractor**. Such foreman, or superintendent, shall represent and have full authority to act for the **Contractor** in his absence and all directions given such foreman, or superintendent, shall be as binding as if given to the **Contractor**.

19.4 Contractor may not perform any work without the presence of a competent foreman or superintendent.

19.5 Contractor will be subject to liquidated damages, in the amount set forth in the Information to Bidders, for each calendar day that it fails to employ a competent foreman or superintendent at the site of the work. Said amount shall be deducted from any money due the **Contractor** not as a penalty but as liquidated damages.

19.6 The **Contractor** represents and warrants:

19.6.1 That he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be so performed or furnished by him; and

19.6.2 That such temporary and permanent work required by the contract documents as is to be done by him can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property; and

19.6.3 That he has carefully examined the plans, the specifications, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance.

19.7 Contractor shall attend a mandatory weekly / bi-weekly meeting with Engineer

19.8 Contractor is solely responsible for the safety and protection of its **Employees**, either on or off the **Work Site**, and the protection of the condition, safety and integrity of any property affected by this **Contract**.

19.9 If at any time before the final acceptance of the work, any material is discovered which does not comply with the **Contract Documents**, such material shall be removed by **Contractor** within seven (7) days of written notice from **Owner**, solely at Contractor's expense, and shall be replaced at Contractor's expense.

19.10 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

## **ARTICLE 20. COMMISSIONER**

20.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

20.1.1 To review and make final determinations on any and all questions in relation to this **Contract** and its performance;

20.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** or the omission of **Contract Work**;

20.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

20.1.3(a) In the interest of the **City** generally; or

20.1.3(b) To coordinate the **Work** of the various **Contractors** engaged on this **Project**; or

20.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

20.1.4 The **Commissioner** shall have the express authority to designate the **City Engineer** to perform any or all matters elsewhere herein expressly made subject to the **Commissioner's** determination, direction or approval, as well as those matters identified at Articles 20.1.3(a), 20.1.3(b) and 20.1.3(c).

20.1.5 Nothing herein shall create a duty or obligation on the **Commissioner** to protect the health, safety or well being of **Employees of Contractor or Subcontractor**, or to protect the integrity, safety or condition of private property, as said obligation or duty rests solely with the **Contractor** and/or **Subcontractor**.

## **ARTICLE 21. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

21.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner** or the **City Engineer**:

21.1.1 To determine the amount, quality and location of the **Work** to be paid hereunder;



21.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications and Addenda**, and to resolve all patent inconsistencies or ambiguities therein;

21.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend any part of the **Work**, but not the whole thereof;

21.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

21.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

21.2 The **Engineer** shall, on **Projects** for which the **City Engineer** does not perform engineering or construction management duties, have the power to perform those activities, determinations, approvals, etc., specifically designated to the **City Engineer**.

## **ARTICLE 22. EMPLOYEES**

22.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**;

22.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed, and whenever the **Commissioner** or **City Engineer** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it;

22.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or **Other Contractors** or their **Subcontractors** pursuant to other Contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to act against it in a manner the **Commissioner** may deem proper.

## **ARTICLE 23. LABOR LAW**

23.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended.

23.2 The **Contractor** specifically agrees, as required by Labor Law Section 220 and 224-d, as amended, that:

23.2.1 No laborer, workman or mechanic in the employ of the **Contractor** or **Subcontractor**, or other person doing or contracting to do the whole or a part of the

**Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States of America. In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of this section must be made pursuant to the provisions of the war emergency dispensation act of nineteen hundred forty-two, and such dispensation granted pursuant thereto, before any laborer, workman or mechanic may be employed beyond the hours specified in this section.

23.2.2 Prevailing Rate of Wages: The wages to be paid for a legal day's work, as herein before defined, to laborers, workmen or mechanics employed under this contract, shall not be less than the prevailing rates of wages as ascertained by the Treasurer of the City of Rome, or as found from time to time from the New York State Department of Labor, Albany, New York. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

23.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings, at the **Site** or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this article. **City** shall have no duty or obligation to protect the safety, health or well-being of **Employees** or to protect the integrity, safety or condition of property, as said duties and obligations rest solely with the **Contractor**.

23.4 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor **Law**.

23.5 At the time the **Contractor** makes application for each partial payment, the **Contractor** shall submit to the **Commissioner** or **City Engineer** a written payroll certification of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor **Law** 220. This certification of compliance with the provisions of this article shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

23.6 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor **Law** for the award of the **Contract**.

23.7 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and the grounds for cancellation thereof by the **City**.

## **ARTICLE 24. PAYROLL REPORTS**

24.1 The **Contractor** shall maintain on the **Site** all the original payrolls or transcripts thereof which the **Contractor** and **Subcontractor(s)** are required to maintain pursuant to Labor Section 220.

The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Commissioner, City Engineer** or **Treasurer**, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Commissioner, City Engineer** or **Treasurer**, that the provisions of this **Contract** and the Labor **Law**, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

24.2 When directed by the **City Engineer**, the **Contractor** or **Subcontractor** shall provide the **City Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

## **ARTICLE 25. CONTRACT PRICE**

25.1 City will pay and the **Contractor** agrees to accept in full consideration for Contractor's performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices upon which this **Contract** was **awarded**, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** or **City Engineer**, less credit for any **Work** omitted under this **Contract**.

## **ARTICLE 26. BID BREAKDOWN ON LUMP SUM**

26.1 Within fifteen (15) **Days** after the commencement date specified in Notice to Proceeds, unless otherwise directed by the **City Engineer**, the **Contractor** shall submit to the **City Engineer** a breakdown of its bid price, or of lump sum bid for items of the **Contract**, showing various operations to be performed under the **Contract**, as directed in the progress schedule required under this **Contract**, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **City Engineer**.

26.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **City Engineer**.

26.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **City Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, the **City Engineer** or the **Engineer** for any purpose whatsoever.

## **ARTICLE 27. PAYMENT AND PARTIAL PAYMENTS**

27.1 From time to time as the **Work** progresses satisfactorily but not more often than once a month, the **Contractor** may submit to the **City Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period. The **City Engineer** will process a payment monthly unless the payment request does not exceed one thousand (\$1000) dollars. If the payment is less than one thousand (\$1000) dollars, the **Owner** reserves the right to carry forward the value of work until the next process for payment. The **Owner** will pay the **Contractor** in accordance with the terms of this

contract less any amount previously paid the contractor which have not been suitably discharged and less any retained amount as hereafter described.

27.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

27.3 The **Contractor** shall also submit to the **Commissioner** or **City Engineer**, in connection with every application for partial payment, a verified statement setting forth the information required under Labor **Law** Section 220-a.

27.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **City Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the term of this **Contract** or by **Law**.

## **ARTICLE 28. PROMPT PAYMENT**

28.1 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

28.2 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or suppliers for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

## **ARTICLE 29. FINAL PAYMENT**

29.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, including Release of Liens, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 14. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

29.2 Preparation of Final Voucher: Upon determining the balance due hereunder, other than on account of claims, the **City Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

29.2.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **City Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

29.2.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Treasurer** within thirty (30) **Days** after the filing of such voucher in his/her office.

### **ARTICLE 30. OWNER'S RIGHT TO WITHHOLD PAYMENTS.**

30.1 The **Owner** may withhold from the **Contractor** so much of any approved payments due him as may in the judgment of the **Owner** be necessary:

30.1(a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

30.1(b) to protect the **Owner** from loss due to defective work not remedied; or

30.1(c) to protect the **Owner** from loss due to injury to persons or damage to the work or property of other **Contractors**, **Sub-Contractors**, or any of his **Sub-Contractors**.

30.2 The **Owner** shall have the right to apply any such amounts so withheld in such manner as the **Owner** may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the **Contractor**.

### **ARTICLE 31. ACCEPTANCE OF FINAL PAYMENT**

31.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on part of the **City** or any of its officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise invalid, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** final requisition pursuant to the terms of this **Contract**.

31.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Treasurer** from the final payment as certified by the **City Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any officer, agent or employee of the **City** to the contrary notwithstanding.

31.3 Should the **Contractor** refuse to accept final payment as tendered by the **Treasurer**, it shall constitute a waiver of any right to interest thereon.

**ARTICLE 32. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN  
DEFAULT**

**32.1** In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

**32.1.1** The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner** or **City Engineer**; or if

**32.1.2** The **Contractor** shall abandon the **Work**; or if

**32.1.3** The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner** or **City Engineer**; or if

**32.1.4** The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner** or **City Engineer**, to complete the **Work** in accordance with the Progress Schedule; or if

**32.1.5** The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

**32.1.6** The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

**32.1.7** The **Contractor** fails to secure and maintain all required insurance; or if

**32.1.8** A receiver or receivers are appointed to take charge of **Contractor's** property or affairs, which is not dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or if

**32.1.9** The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

**32.1.10** The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

**32.1.11** The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

**32.1.12** The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

32.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

32.1.14 The **Contractor** or any of its officers, directors, partners, five percent (5%) shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omission of an illegal nature; or if

32.1.15 The **Contractor** shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if

32.1.16 The **Contractor** shall fail to make prompt payment to persons supplying labor or materials for the work; or if

32.1.17 The **Contractor** shall fail or refuse to regard and adhere to the **Laws** or ordinances that apply to this Contract, or the instructions of the **City Engineer**;

32.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

### **ARTICLE 33. EXERCISE OF THE RIGHT TO DECLARE DEFAULT**

33.1 The right to declare **Contractor** in default for any of the grounds specified or referred to in the previous article shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

33.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

### **ARTICLE 34. QUITTING THE SITE**

34.1 Upon receipt of such Notice of Default the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools and supplies then on the **Site**.

### **ARTICLE 35. COMPLETION OF THE WORK**

35.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by **Contract** with or without public letting, or

otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

35.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract Documents**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its Sureties, and any person claiming under the **Contractor**, as to the amount thereof.

35.3 The expense of such completion, including any and all related and incidental costs, as co certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

#### **ARTICLE 36. PARTIAL DEFAULT**

36.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any other Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

36.2 The provisions of this **Contract** relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the **Contractor** on such part.

#### **ARTICLE 37. PERFORMANCE OF UNCOMPLETED WORK**

37.1 In completing the whole or any part of the **Work** under the provision of this **Contract**, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in this **Contract**, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

#### **ARTICLE 38. OTHER REMEDIES**

38.1 In addition to the right to declare the **Contractor** in default pursuant to this **Contract**, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to



complete or cause to complete in the same manner as described in this **Contract**, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of this **Contract**.

38.2 Any remedies contained in the **Contract** shall be in addition to any and all other legal or equitable remedies available to the parties.

38.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

#### **ARTICLE 39. TERMINATION BY THE CITY**

39.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contract**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

39.1.1 Stop **Work** on the date specified in the notice;

39.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

39.1.3 Cancel all cancelable orders for material and equipment;

39.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any no-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

39.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

39.2 In the event of termination by the **City** pursuant to this article, payment to the **Contractor** will be for work completed prior to the termination:

39.2.1 On lump sum **Contracts** or on lump sum items, payment shall be on a pro rata portion of the lump sum bid amount, plus approved change orders, based on the percent completion of **Work**, as determined by the **Commissioner** less all payments previously made to the **Contractor**. For purpose of determining the pro rata portion of this lump sum bid amount to which the **Contractor** is entitled, the Bid Breakdown submitted by **Contractor** for this **Contract** shall be considered but not dispositive. The **Commissioner's** determination hereunder shall be final, binding and conclusive.

39.2.2 On unit price contracts or items, payment for all completed units will be the unit price stated in the **Contract**, and for units that have been ordered but are only partially completed, payment will be a pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit, less any payments previously made pursuant to this **Contract**.

39.3 In no event shall any payments under this article exceed the **Contract** price for such items.

39.4 The **City** may deduct or set off against any sums due and payable pursuant to this article, any deductions authorized by this **Contract** or by **Law** (including but not limited to damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this article shall not impair or otherwise affect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

39.5 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to this **Contract**, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by **Contractor**.

#### **ARTICLE 40. NO DISCRIMINATION**

40.1 The **Contractor** specifically agrees that:

40.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

40.1.2 It will not engage in any unlawful discrimination against any employees or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

40.1.3 It will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.

40.2 Remedies for Violating Non-Discrimination:

40.2.1 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of one hundred dollars (\$100.00) for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**;40.2.2 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation(s) of the terms or conditions of this article.

#### **ARTICLE 41 . MISCELLANEOUS PROVISIONS**

41.1 No Claims Against Officers, Agents or Employees: No claim whatsoever shall be made by the **Contractor** against any officer, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connections with this **Contract**.

41.2 Notices: The **Contractor** hereby designates the business address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**. Nothing herein shall preclude, or render inoperative the service of any notice, direction or communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

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

41.4 All Legal Provisions Deemed Included: It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party may be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

41.5 Tax Exemption: The **City** is exempt from payment of Federal, State, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

41.6 Choice of Law, Consent to Jurisdiction and Venue: This **Contract** shall be deemed to be executed in the **City** of Rome, New York, County of Oneida, New York, State of New York regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable. The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York or Courts of the United States located in Oneida County, New York.

**IN WITNESS WHEREOF**, the parties have executed this **Contract** on the day and year first written above.

**THE CITY OF ROME, NEW YORK**

By: \_\_\_\_\_  
(Signature of Mayor)

\_\_\_\_\_  
(Printed Name of Mayor)  
**MAYOR**

\_\_\_\_\_  
(Contractor's Name)

By: \_\_\_\_\_  
(Signature of Executing Officer)

\_\_\_\_\_  
(Printed Name of Officer)

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

\_\_\_\_\_  
City Clerk

**(ACKNOWLEDGMENT OF OFFICER OF OWNER EXECUTING CONTRACT)**

STATE OF NEW YORK     }  
  } ss.  
COUNTY OF ONEIDA     }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me personally  
came and appeared \_\_\_\_\_  
to me known, who being duly sworn, did depose and say that he/she is the  
\_\_\_\_\_ of the City of Rome, New York, described herein, and he/she  
executed the foregoing instrument; that by virtue of the authority conferred on him by law he/she  
subscribed his name to the foregoing instrument and that he/she executed the same for the purposes  
therein mentioned.

\_\_\_\_\_  
Notary Public (seal)



**(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ before me

personally came and appeared \_\_\_\_\_, to me known to be the person described in, and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

(seal)

I, the undersigned, \_\_\_\_\_ the duly authorized and acting legal representative of THE CITY OF ROME, NEW YORK, do hereby certify as follows:

I have examined the foregoing contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Corporation Counsel

Dated:

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## **INFORMATION TO BIDDERS**

### **1. RECEIPT OF BIDS.**

The City of Rome, New York (hereinafter “Owner” or “City”), invites bids on the form attached hereto, all blanks on which must be appropriately filled in.

All bids must be enclosed in a sealed envelope or container, which will be addressed to  
“City Clerk, City of Rome, New York,” and shall be endorsed

**RFB-2025-005 2025 Cold Milling and Resurfacing Project**

The Owner may consider as informal any bid not prepared and submitted in accordance with the provisions hereof.

### **2. QUALIFICATION OF BIDDERS.**

In determining the qualifications of a Bidder, the Owner will consider his record in the performance of any contracts for construction work into which he may have previously entered with the Owner, or with public bodies or corporations, and the Owner expressly reserves the right to reject the Bid of such Bidder if such record discloses that such Bidder, in the opinion of the Owner has not properly performed such Contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to Subcontractors, material men or employees.

The Owner may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will Owner, as liquidated damages for such failure, or refusal, the security deposited with his bid.

### **3. CONDITIONS OF WORK.**

Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed, failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract documents and to complete the contemplated work for the consideration set forth in his Bid.

### **4. CONSTRUCTION TERMS AND CONDITIONS.**

The Bidder is warned that (1) the Construction Terms and Conditions hereinafter fully set forth in the Form of Contract will be rigidly enforced; (2) preference in the employment of workers shall be given to persons living in Rome, New York.

## **5. SECURITY FOR FAITHFUL PERFORMANCE.**

Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred percent (100%) of the accepted Bid as security for the faithful performance of his contract and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the Owner.

## **6. UNIT PRICES.**

Proposals must be filled in on proposal sheets attached. The blank spaces in the proposal must be filled in as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned therein. All unit prices to be written in words in the spaces provided and in figures in the space provided.

Proposals that contain any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

## **7. TIME FOR COMPLETION.**

The completion date for the project is **September 26, 2025**

Extensive Liquidated Damages Procedure set forth in first three pages of Information to Bidders. (Section 200)

## **8. OBLIGATION OF BIDDER.**

At the time of the opening of Bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

## **9. INTENT OF CONTRACT.**

The attention of persons intending to make Proposals is specifically called to that paragraph of the Contract, which debars a Contractor from pleading misunderstanding, or deception because of estimates of quantities, character, location or other conditions surrounding same.

## **10. AWARD OF CONTRACT.**

The Board of Estimate and Contract reserves the right to reject any or all Proposals, and may advertise for new Proposals, if in its opinion the best interests of the City will thereby be promoted.

After Bids have been opened and tabulated, the Contract shall be awarded to the lowest responsible Bidder. Upon award of the Contract, the Bidder to whom the Contract is awarded shall be referred to as the "Contractor".

## **11. ESTIMATES AND PAYMENTS.**

In computing amounts in estimate of work done the unit price bid will be used.



Payment of all estimates, including the final, will be made only for actual quantities involved in executing the Contract, and this determination as to the quantities involved in this contract shall be accepted as final, conclusive and binding upon the Contractor.

Upon the completion of the required work as shown on the Plans and Specifications, should the final estimate of quantities show either an increase, or decrease from the approximate estimate of quantities, then such variation will be computed at the unit price bid.

## **12. SCOPE OF WORK.**

Shall be directed by the Engineer in charge (hereinafter as "Engineer in charge", "E. I.C." or "Engineer"), and said Engineer shall either be the City Engineer, or an Engineer, Architect or Construction Manager hired by City, whichever the case may be. All items of work in this contract shall be governed by the New York State Department of Transportation specifications unless explicit instructions are included in these contract documents for any item of work. The Contractor shall obtain all work permits necessary to do work herein contained.

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

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training;
- b) The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (9) (hereinafter called "non-discrimination clauses"). If the Contractor is directed to do so by the contracting agency as such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that furnishes such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal;
- c) The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provision of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine;

d) The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color or national origin;

e) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, reports and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law;

f) The Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies involved independently of or in addition to sanctions and remedies otherwise provided by law;

g) The Contractor will include the provisions of clause (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

## **GENERAL MUNICIPAL LAW**

### **STATE OF NEW YORK**

#### **Section 103-a**

**Effective July 1,1969**

"Upon the refusal of a persons, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. (a) such persons, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services for a period of five year after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid, all pertinent to Section 103-a of the General Municipal Law of the State of New York."

**EQUAL EMPLOYMENT OPPORTUNITY  
EXECUTIVE ORDER 11246  
PART II - NONDISCRIMINATION IN EMPLOYMENT  
BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS**

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

## **NOTICE TO BIDDERS**

### **UNIT BID PRICES**

1. **UNBALANCED BIDS** may be rejected where the unit bid prices are unrealistic to the reasonably estimated cost of performing the work. Bids may be considered informal and rejected, as determined by the Engineer.

### **CONTRACTOR MUST NOTE**

THE ROME COMMON COUNCIL, on March 24, 1993, adopted Resolution No. 52 relative to the hiring of Rome residents. The Common Council of the City of Rome, New York, does recommend that parties bidding on public works projects in the City of Rome take measures to ensure that not less than seventy five percent (75%) of labor hired to perform such work shall be residents of the City of Rome, New York. To accomplish this goal, the successful Bidder, must make a good faith effort to meet the intent of this Resolution.

The successful bidder prior to receipt of final payment must communicate to the Common Council, in writing, all efforts made to accomplish the intent of Resolution No. 52.

## **WORKERS' COMPENSATION LAW.**

### **Section 57 Restriction on Issue of permits and the entering into Contract unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**State of New York**

**WORKERS' COMPENSATION BOARD**

**THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.**

**ROBERT R. SNASHAIL  
CHAIRMAN**

Dear Sir/Madam:

The Workers' Compensation Law requires that a New York State or municipal agency, department, board, commission or office issues any permit or license, the applicant must submit, to such agency or department, proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage under these Laws. (See attached copies of Section 57 of the Workers' Compensation Law and Section 220, sub. 8 of the Disability Benefits Law.) These requirements also apply to the renewal of an application for a permit or license, and any and all work covered by the permit or license, whether or not a governmental agency is involved.

In addition, effective April 7, 1993, Chapter 213 amended the above Laws to require that before a New York State or municipal agency, department, board, commission or office enters into any contract, the contractor must also submit proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage. These requirements also apply to the renewal of such contracts.

I would appreciate your notifying the permit-issuing and contract-making agencies or departments within your jurisdiction of these requirements so that they may be able to comply with the Law. State Agencies are specifically requested to notify each department or group within their agency, which issues licenses or permits or makes contracts, of the Law's requirements.

Enclosed are samples of Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance canter and/or the Workers' Compensation Board. Also enclosed is a sample of Form DB-155 (Compliance with DB Law), which may be submitted by self-insured employers under Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer-generated certificate of insurance as proof of coverage, Form U-26.3 (sample enclosed), in place of prescribed Form C-105.2.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B. Coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

Thank you for your assistance in the enforcement of the above. If you require additional information regarding this or any other workers' compensation or disability benefits matter, please feel free to contact Mr. Frank Rends, Director, WC Compliance, Workers' Compensation Board, 100 Broadway-Menands, Albany, New York 12241 [telephone number (518) 486-51171].

## **DISABILITY BENEFITS LAW**

### **Section 220 Penalties**

8. (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



STATE OF NEW YORK  
WORKERS COMPENSATION BOARD  
**APPLICATION FOR CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the Insurance Carrier:

\_\_\_\_\_

as satisfactory proof required under the provisions of Section 57 of the Workers' Compensation Law, to be filed with

Name: \_\_\_\_\_  
(Name of Bureau, Department, Corporation, Firm or Individual)

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

Locations of operations: \_\_\_\_\_

\_\_\_\_\_

Date operations to begin: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Name of Employer)

\_\_\_\_\_  
(Date)

**NOTE: This application must be signed by the Employer if an individual, or if a co-partnership by member of the co-partnership, or by an officer if a corporation.**

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that \_\_\_\_\_  
(name of individual, partnership or corporation)

is insured with \_\_\_\_\_  
(name of insurance provider)

under Policy No. \_\_\_\_\_ covering the entire obligation of this employer for workers' compensation under the New York Workers' Compensation Law with respect to the locations named in the foregoing application.

The policy term covers the period from \_\_\_\_\_

To \_\_\_\_\_. If said policy is changed or cancelled during its term in such manner as to affect this Certificate, thirty (30) days written notice of such change or cancellation shall be provided to the Owner, and ten (10) days written notice in the event of cancellation for non-payment of premiums.

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

\_\_\_\_\_  
(Name and Title)

Telephone No. \_\_\_\_\_

Title \_\_\_\_\_

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

C-105.2(10-94)

**NON-COLLUSIVE BIDDING CERTIFICATE**

Pursuant to Chapter 675, Laws of 1966

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

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

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

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

\_\_\_\_\_  
(BIDDER)

BY:\_\_\_\_\_

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

PROJECT: **RFB-2025-005 2025 Cold Milling and Resurfacing Project**

## **EMERGENCY CONTACT NUMBERS**

**Contact** \_\_\_\_\_  
Name or Names of person(s) to be contacted in case of emergency

CONTACT PERSON NOS. CAN BE REACHED AT\*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

## **WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON**

CONTACT PERSON NOS. CAN BE REACHED AT\*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

\* Please indicate land line telephone, cell-phone and pager numbers (if applicable)  
The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

## FAILURE TO COMPLETE WORK ON TIME

For each calendar day that any work shall remain uncompleted after the Contract date specified for the completion of the work provided for in the Contract, the amount per calendar day specified in Table 108-1, Schedule of Liquidated Damages will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the Contract or Specifications.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended will in no way operate as a waiver on the part of the City of any of its rights under the contract.

The Commissioner of Public Works (hereinafter referred to as "Commissioner") may waive such portions of the liquidated damages as may accrue if he deems the work is in such condition as to be safe and convenient for the use by the traveling and/or parking public.

The assessing of liquidated damages shall be, in addition to engineering charges as provided for in 108-04 Extension of Time, of these specifications.

TABLE 108-1 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount Liquidated Damages		
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0	\$ 25,000	\$ 50
\$25,001	\$ 50,000	\$ 75
\$50,001	\$100,000	\$ 200
\$100,001	\$500,000	\$ 500
\$500,001	\$2,000,000	\$ 600
\$2,000,001	\$5,000,000	\$700
\$5,000,000	\$10,000,000	\$800
\$10,000,000		\$1,000

NOTE: Liquidated Damages for Special very large contracts will be specified in the contract proposal.

## EXTENSION OF TIME

When the work embraced in the Contract is not completed on or before the date specified therein, all appropriate engineering and inspection expenses incurred by the City, its consultants and inspection agencies, and by railroad companies, from the scheduled contract completion date to the final date of completion of the work, may be charged to the Contractor. When assessed, the charges shall be deducted from any moneys due the Contractor.

Before assessing such charges, the Commissioner will give due consideration to factors attributing to such delay due to extenuating circumstances beyond the control of the Contractor limited to the following:

1. The work or the presence on the Contract site of any third party, including but not limited to that of other contractors or personnel employed by the City, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work;
2. The existence of any facility or appurtenance owned, operated, or maintained by any third party;
3. The act, or failure to act, of any public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances;
4. Restraining order, injunctions, or judgments issued by a court;
5. Any industry-wide labor boycotts, strikes, picketing or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of contractors or suppliers;
6. Any industry-wide shortages of supplies or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers;
7. Unusually severe storms of extended duration or impact, other than heavy storms or climatic conditions which could generally be anticipated by the bidders, as well as floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes;
8. Determination by the Department to open certain sections of the project to traffic before the entire work is completed;
9. Major unanticipated additional work, which significantly affects the scheduled completion of the contract;
10. Failure of the City to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract if such unavailability, as determined by the Commissioner, significantly affects the scheduled completion of the contract.

Such charges will be assessed in cases where the work has been unduly delayed by the Contractor for unwarranted reasons, inefficient operations, or for any other reason for which the City determines the Contractor to be liable. Reasonable time necessary for reviews by the City or its agents of shop drawings, for changes or additions to the work to meet field conditions which do not significantly affect the scheduled completion of the Contract, delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies or materials, and other situations which should be anticipated are neither compensatory nor eligible for extensions of time without the assessment of engineering and inspection charges.

## **NOTICE TO BIDDERS**

1. All work shall be done in such a manner as to not obstruct, impede or interfere with the operation of National Grid Power Corporation's facilities. All earth or soil disturbed by the work being performed by the Contractor shall be replaced with proper fill and the surface thereof restored to natural ground level.

2. Contractor, in excavating with mechanized excavating equipment, blasting or demolition, shall not strike or damage any gas pipe or its protective coating or any other underground facilities of National Grid Power Corporation, which is part of its gas system and shall protect said facilities against possible damage. If such facilities having been staked or marked in accordance with the standard procedure of National Grid Power Corporation are to be exposed or are likely to be exposed, hand-digging only shall be used in such circumstances, and such support as may be necessary for the protection of the facilities shall be employed, and such support must be approved by a representative of National Grid Power Corporation, provided, however, that nothing contained herein shall limit or reduce the statutory duty as provided for in Section 322-a of the General Business Law of the State of New York, reference to which is hereby made.

3. In the event that damage does occur to underground gas pipes or other facilities, including damage to coating of the gas pipe, Contractor shall immediately notify National Grid Power Corporation. Said damages are to be repaired by National Grid Power Corporation at the cost and expense of the Contractor.

4. Contractor shall avoid shock loading of National Grid Power Corporation's pipes, such as would be experienced with the use of hydro hammers.

## **CAUTION TO BIDDERS**

Erasures or crossing out figures or words in the amount columns of Bid Sheet **will NOT be permitted**. If erasures or crossing out appears on any sheet, it will justify the Board of Estimate and Contract of the City of Rome, New York, to disqualify the entire contract bid in which it appears.

In the event errors are made on any Bid Sheet, the bidder may call for and receive new ones from the Department of Engineers by surrendering the sheet the errors were made on.

## **CAUTION TO BIDDERS**

If, for any reason caused by construction, reconstruction, removal or relocation, any STOP, YIELD, or other TRAFFIC SIGN DEVICE at any street intersection is removed, it **MUST BE IMMEDIATELY RESET** to assure maintenance of traffic as established by Ordinance and Law of the City of Rome.

If, for any reason, there should be a temporary delay in resetting a device, it will be the obligation of the Contractor to furnish a flagman or other suitable guidance of traffic and the proper authorities are to be **NOTIFIED**.

## **CERTIFICATION OF MATERIALS**

The Contractor shall provide the City of Rome with certified records of testing and/or certified statements from the manufacturer that materials furnished under this contract have been manufactured and tested in conformity with the specifications.

## **DEFECTIVE WORK OR MATERIALS**

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials may have been previously inspected by the City of Rome and accepted or estimated for payment.

## **INSPECTION OF THE SITE**

The Contractor is advised to carefully examine the work areas to make his own determination of the existing conditions. Submission of the proposal for performance of the work implies that the bidder has examined the existing work areas, and has acquainted himself by means of site inspection and other means with all the requirements of the work. No claims for additional compensation will be considered because of the bidder's failure to fully inform himself or his subcontractors of all said requirements.

## **NO GUARANTEE**

The Owner does not guarantee that structures, equipment, piping, conduits and other appurtenances encountered during construction will be the same as those indicated on the drawings of the specifications. The Contractor must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done. The Contractor shall make necessary modifications in the work relating to existing structures as may be required where existing equipment and appurtenances, etc. are not found exactly as indicated, without additional compensation or extension of time.

## **DIMENSIONS OF EXISTING STRUCTURES AND EQUIPMENT**

Where the dimensions and locations of existing structures, piping, equipment or appurtenances are of critical importance to the performance of the work, the Contractor shall establish or verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the accuracy of such information.

## **EQUIPMENT AND PIPE LOCATION**

Equipment and pipelines shall be located substantially as indicated on the drawings, but the right is reserved by the owner to make such modifications in locating as may be found desirable to avoid interference with existing structures, piping or for other reasons where pipe material or fittings, etc. are noted on the contract drawings, such notation is for the Contractor's convenience and does not relieve him from laying or jointing different or additional items where required without additional compensation.

The locations of existing underground utilities and structures are shown in an approximate way. The Contractor shall determine the exact location of all existing utilities before commencing



work, and agrees to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities.

### **COMPACTION OF SOILS AND PAVEMENT**

Compaction of soils and pavement shall be achieved by the use of suitable methods and adequate equipment. The minimum density to be obtained in compaction soils shall be the following percentages of "maximum density" as defined in ASTM D 698, Moisture Density Relations of Soils (Standard Proctor Compaction Test), Method C, including Note 2:

<b><u>LOCATION</u></b>	<b><u>PERCENTAGE</u></b>
------------------------	--------------------------

a) Foundation material under slabs on grade, piping and other structures	95%
b) Backfill of trenches Compaction	95% when pavement will be placed atop the backfill; and 90% when grass will be place atop the backfill.
c) Fill for seeded and other open areas	90%
d) Fill under pavements	95%
e) Base course of pavement	98%

Compacted fill and pavement course not meeting required density when tested in place shall be replaced or re-worked until additional tests, at Contractor's expense, indicate compliance with the Specifications.

**In reference to Erosion Control the specifications are as follows:**

### **1G1 - GENERAL**

In concert with the policy established by the United States Environmental Protection Agency (USEPA) memorandum 78-1, it shall be the Contractor's responsibility to control erosion of and sediment-runoff from disturbed lands or excavations in connection with his operations. Such control measures may be in the form of specific construction practices combined with a planned sequence of operations, including use of temporary structures, dams, ditches, basins, pumping systems, etc. (as applicable) to accomplish this objective.

USEPA concern in this matter is expressed by the following paragraph, which appears in PRM 78-1:

"Problems associated with erosion and sediment loads resulting from construction activity have long been recognized. Erosion and subsequent excess sediment runoff are among the major factors directly responsible for non-point source pollution in streams and lakes. Additional problems which can occur include logging of streams and lakes, alteration of natural habitats, damage to the aesthetics of surface waters."

## **IG2 - SCHEDULE**

Considering specific constraints or other criteria outlined herein, the Contractor shall prepare a detailed schedule which sets forth his program of operations to effectively control erosion and sediment runoff at all times during construction of the work. Two (2) copies shall be kept at the Project site at all times, and shall be made available for examination by authorized representatives of the regulatory agencies having jurisdiction over the Project.

The schedule shall be arranged so as to include:

- a) Chronological completion dates for each temporary (and permanent) measure for controlling erosion and sediment;
- b) Location, type and purpose for each temporary measure to be undertaken;
- c) Dates when those temporary measures will be removed.

Permanent structures, which may be specified elsewhere in the Contract Document, shall be incorporated in the regular Progress Schedule for completing the work.

## **IG3 - ADJUSTMENTS**

If the planed measured do not result in effective control of erosion and sediment runoff, to the satisfaction of the regulatory agencies having jurisdiction over the Project, the Contractor shall immediately adjust his program and/or institute additional measures so as to eliminate excessive erosion and sediment runoff.

## **STOCKPILING**

All materials will be stockpiled before any material is used or brought on site. The Engineer in charge will inspect such stockpiles. The stockpiles will state type of material and item number. The Engineer will require sieve analysis and soundness test

## **MAINTENANCE AND PROTECTION OF TRAFFIC**

### **SURFACE**

The Contractor shall maintain the condition of the traveled way so it is consistent with the appropriate speed limit.

The Contractor shall provide a traveled way suitable for two lanes of moving traffic unless otherwise stated in the Contract Documents. The traveled way shall be kept reasonably smooth and hard at all times, and shall be well drained and free of potholes, bumps, irregularities and depressions that hold or retain water. Construction operations shall be conducted to insure a minimum of delay to traffic. Stopping traffic for more than five minutes shall not be permitted unless specifically authorized in writing by the Owner. The necessary equipment and personnel to attain and maintain a satisfactory riding surface shall be available and used as needed at all times when work is under way and when work is temporarily suspended for any period of time. Special attention to maintenance of a satisfactory traveled way shall be given during weekends, holidays and the winter season.

The Contractor shall keep the traveled way free of foreign objects such as spilled earth, rock, timber and other items that may fall from transporting vehicles. Materials spilled or dropped from the undercarriage of any vehicle used in the Contractor's operations along or across any public traveled way both within or outside the Contract limits shall be removed immediately.

Dusty conditions resulting from the Contractor's operations shall be corrected by the use of calcium chloride and/or water. Water used as a dust palliative shall be distributed uniformly over a minimum width of eight feet by the use of suitable spray heads or spray bar. Existing paved surfaces are to be kept dust free by brooming, washing with water or use of calcium chloride.

### **DRAINAGE**

All drainage facilities and other highway elements on the existing roadways and temporary detours must be adequately maintained. Ditches shall be provided at all times, even during grading operations and periods of accumulated plowed snow, to adequately drain the traveled way and the remainder of the right-of-way areas. Storm water access to catch basins and storm drains to be maintained.

### **SNOW REMOVAL**

The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily controlled by others as necessary, and in such a manner that proper drainage is provided for the melting snow in the banks resulting from normal plowing. This shall include, but not be limited to, the cutting of weeps through banked or accumulated snow to provide proper drainage of surface runoff into the highway ditches and/or culverts. The Contractor shall not, however, be responsible for snow and ice control on the pavement or traveled way.

### **DELINEATION**

The Contractor shall furnish, erect, move and remove delineation and guiding devices as required and directed by the Engineer. In areas where grading is being done, a safe and reasonable roadway shall be properly delineated at all times, either by the use of guiding devices or flagman. The Contractor shall delineate areas where there is a drop-off near the edge of the traveled way and areas on which it is unsafe to travel.

Where the drop-off is less than six inches, and where soft or unsafe areas occur, an approved delineator shall be placed along the edge of the traveled way at intervals of not more than 200 feet. Where the drop-off is greater than 18 inches, a continuous delineation consisting of 2 inches or wider brightly colored tape, ribbon, or other similar, flexible material as approved by the Engineer shall be used in addition to the individual delineators spaced not over 50 feet apart.

Plastic drums or containers set on end may be used as delineators, provided they are properly painted and contain reflective delineators in accordance with the MUTCD. They shall be kept clean at all times. Other markers or delineators may be circular or rectangular in shape and shall be constructed of reflective buttons having a minimum diameter of 3 inches. All reflective delineators or markers shall conform to the requirements of the MUTCD. Steel drums shall not be used as delineators.

## **REMOVAL OF EXISTING PAVEMENT MARKINGS**

The Contractor shall remove the existing pavement markings to the extent as shown on the plans and in all cases where they may cause confusion for the planned traffic flow. This shall include any pavement markings that are added during the course of the work.

The method of removal is subject to the approval of the Engineer. Painting out pavement markings with black paint will only be approved for short-term use, and when the pavement area will be resurfaced or removed during this contract. If, in the opinion of the Engineer, the paint over the markings wears off to the point where it could cause confusion to the motoring public, then the Contractor shall re-paint or otherwise remove the markings at his own expense. Grinding, scraping, sandblasting, etc., to remove markings shall be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that could confuse the motoring public.

## **PAVEMENT MARKINGS**

The Contractor shall furnish and apply pavement markings where shown on the plans or as ordered by the Engineer in accordance with the MUTCD. Any course of Asphalt Concrete, including base and binder course, upon which traffic will be maintained shall be properly marked in accordance with this Specification before the end of the working day, except for residential streets or rural roads not previously marked.

Temporary pavement markings shall be paint, tape, or raised reflective markers.

Paint materials and application should be as described in NYSDOT Standard Specification Section 640 - Reflective Pavement Marking Paints. Stripe width shall be between 4 and 6 inches.

Temporary marking tape shall be between 4 and 6 inches wide, and conform to the shape of, and adhere to the surface upon which it is applied. Tape shall be applied in conformance with the manufacturer's recommendations.

Temporary raised reflective markers shall be Stimsonite Model 66 as manufactured by America Corporation; or equal. They shall be applied in conformance with the manufacturer's recommendations. The distance between markers shall be as shown in the plans. Raised reflective markers will not be used during the winter season.

Temporary pavement markings shall be the same length and pattern as required for permanent markings except under the following circumstances. Two-foot length skip marks may be considered acceptable for a period of seven days or less.

## **EXISTING SIGNING**

All official existing highway signs, markers, delineators and their supports located within the contract limits shall remain under the control and jurisdiction of the NYSDOT, County Highway Department, or local highway department and shall be maintained for the duration of the contract by the Contractor as directed by each sign Owner.

Should sign relocation be necessary at various stages of construction, they shall be placed in conformance with the MUTCD or as required by the Owner.

Should sign relocations be necessary at various stages of construction, they shall be placed in conformance with the MUTCD or as required by the Owner. Appropriate directional signing shall also be used in conjunction with route marker signs.

The Contractor shall remove existing signs, markers and delineators and their supports which interfere with his construction operations; signs, markers and delineators not to be replaced, shall be cleaned and delivered to the highway department. Signs, markers and delineators lost or damaged because of negligence on the part of the Contractor, shall be replaced at the Contractor's expense.

### **NEW CONSTRUCTION SIGNING**

The Contractor shall furnish and erect, move and remove, as required by MUTCD requirements, as shown on the plans or as required by the Owner, reflective signs to adequately and safely inform and direct the motorist and to satisfy legal requirements.

All signs shall be kept clean, mounted at the required height on adequate supports and placed in proper position and alignment so as to give maximum visibility both night and day. All wood supports, and backs of plywood sign panels shall be painted with two coats of white paint. Sign types and sizes shall conform to the MUTCD.

All signs shall be mounted in accordance with the MUTCD. All signs shall be mounted at a height of at least five feet unless otherwise shown on the plans.

All signs shall be the property of the Contractor and shall be maintained in good condition for the duration of the Contract and removed from the work site when the work is complete.

### **DETOURS**

It is the Contractor's responsibility to submit for review and receive approval for all proposed detours from City Engineer and Owners, Police, Fire and highway departments, and secure the required permits, if any, prior to construction of the detour. All detour signing, markings, flagmen, and temporary construction must be in place before commencement of work that is within the traveled way or adjacent shoulder.

Not more than one block, nor more than one cross-street intersection may be torn up, obstructed, or closed to travel at one time without permission of the Owner. If the project involves pipe-laying operations, and if more than one pipe-laying crew is operating at separate locations in the work area, this requirement shall apply to each crew's operations, but shall be consistent with traffic maintenance procedures required by the Owner.

The Contractor shall assume full responsibility for providing access to any dwelling, building, or hospital in case of fire or other emergency. We shall review with, and obtain approval from, the local fire and police departments regarding any anticipated detours, obstruction to the flow of traffic, fire apparatus, ambulances or otherwise.

When the normal route of vehicular access to any property must be temporarily obstructed, the Contractor shall notify the affected property owner at least 24 hours in advance of his intended operations than one day following the start of construction at that location. Vehicular access to hospitals, fire and police departments must be provided at all times.

## **FLAGMEN**

The Contractor shall provide competent flagmen at all times at work sites when it is required to stop traffic intermittently as necessitated by work progress or to maintain continuous traffic past a work site at reduced speeds or the number of usable traffic lanes are reduced by the Contractor's operations.

The flagmen shall possess the following minimum qualifications:

1. Average intelligence.
2. Good physical condition, including sight and hearing.
3. Mental alertness.
4. Courteous but firm manner.
5. Neat appearance.
6. Sense of responsibility for safety of public and crew.

The flagmen shall be trained in flagging procedures and wear orange hard-hats and vests in conformance with the applied sections of the MUTCD. If, in the opinion of the Engineer, the flagmen selected by the Contractor do not possess the minimum qualifications they shall be removed from the work site and replaced with competent individuals from the Contractor's crew. If the Contractor is unable to supply a competent person or persons from his own crew, the Contractor shall coordinate and compensate as required, at his own expense, a local police officer to perform flagging procedures for the remainder of the contract.

## **SITE RESTORATION**

The Contractor shall restore the Project site to the same conditions they found before commencing operations or they shall modify and develop the site to the finished conditions shown on the drawings. All areas which are damaged or disturbed by the contractors' operations shall be restored, repaired or replaced to the same or superior condition which existed prior to the construction operation unless otherwise shown on the drawings. Existing cultivated or landscaped items such as trees, shrubs, hedges, saplings, vines, ground cover vegetation, etc. shall be reestablished or replaced with new materials.

## **AWARD OF CONTRACT**

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving, price, time or changes in the work and to negotiate contract terms with the successful bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Owner and/or project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by owner. Bidder to whom contract is awarded shall be referred to as the "Contractor".

Discrepancies between words or figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bids containing incomplete or no price information for any bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

## **SECURITY AND GUARANTEE:**

Before the final payment is made to the contractor by the City for **all work** performed under this contract, the Contractor must deliver to the City an Executed Guarantee Bond or Maintenance Bond in the amount of 100 percent (100%) of the final estimate for all work. This Bond will be in effect for **ONE 1 YEAR** from the date of final acceptance of the work, and, notwithstanding any provision of the Contract or this document to the contrary, for purposes of this provision, the final acceptance date will be the date of final payment, or as approved by the Commissioner of Public Works. The bond shall be approved by the Corporation Counsel.

## **NOTICE TO ALL BIDDERS**

Prior to the exceeding of any item, which will result in the increase in the total Contract price, approval of the City of Rome Board of Estimate and Contract must be obtained. The Contractor must give written notice of exceeding the price of any item to the Commissioner of Public Works or his representative. Without formal approval of the Board of Estimate and Contract, or the written acceptance by at least 3 (three) board members, the Contractor is not authorized to proceed. If the Contractor undertakes any work without approvals listed above, it is at their full responsibility and does not obligate the City or its agents in any way.

\*\*\*\*\*

The Department of Engineers' will reserve the right to delete or add any items or special projects to this project

\*\*\*\*\*

Contractors and/or Subcontractors are hereby put on notice that the provisions of Industrial Code Rule 53 (12 NYCRR) effective April 1, 1975 apply to this project and no direct payment for any work required by the Code will be made.

\*\*\*\*\*

## **INFORMATION TO BIDDERS**

The City of Rome recognizes the importance of having public works projects completed efficiently, on time and within budget. The City further understands an important element in obtaining these goals is the utilization of capable, well-trained persons. The City acknowledges that Trade Unions are a potential source of such persons.

The City recognizes the possibility for individual contractors to enter into agreements with Labor Unions for the provision of skilled laborers and encourages the execution of such agreements.

The City of Rome will give significant attention to Contractors utilizing Union labor and to Contractors whom agree to the use of project labor agreements with the local trades.

## **SOIL EROSION, WATER AND AIR POLLUTION ABATEMENT.**

The Contractor shall schedule and conduct his operations to minimize erosion of soils and to minimize silting and muddying of streams, rivers, irrigation systems, impoundments (lakes, reservoirs, etc.) and lands adjacent to or affected by the work. Construction of drainage facilities and

performance of other contract work, which will contribute to the control of erosion and sedimentation, shall be carried out in conjunction with earthwork operations, or as soon thereafter as practicable. The area of bare soil exposed at any one time by construction operations shall be kept to a minimum.

At the pre-construction conference or prior to the start of the applicable construction, the Contractor shall submit to the Engineer, for acceptance, schedules for accomplishment of temporary and permanent erosion control work as are applicable for clearing and grubbing; grading; and bridges and other structures at watercourses; construction; and paving. In addition, he shall also submit for acceptance, at the same time, his proposed method of erosion control on haul roads and borrow pits, and his plan for disposal of surplus excavated materials. No work shall be started until the erosion control schedules and methods of operation have been accepted by the Engineer. If conditions change during construction, the Contractor may be required to submit a revised schedule for acceptance as directed by the Engineer.

Whenever the Contractor's operations, carried out in accordance with the approved erosion control schedule, result in a situation where temporary erosion control measures not shown on the plans, must be taken and these measures are approved or ordered by the Engineer, the Contractor shall conduct this work in accordance with the provisions in NYSDOT §209, "Temporary Soil Erosion and Water Pollution Control."

In carrying out the control measures under this subsection, the Contractor will be guided by, but not limited to, the following controls:

A. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled both during and after completion of the work that erosion will be minimized and minimal sediment will enter waterways, impoundments or adjacent properties. Waste or spoil areas and construction roads shall be located, constructed and maintained in a manner that will minimize sediment entering waterways and impoundments. The Contractor shall submit grading plans for all borrow pits or areas, spoil or waste areas to the Engineer for acceptance prior to the start of work on, or the use of, such areas. The grading plans shall indicate the sequence of operations, temporary slopes, and other factors, which may have an influence on erosion control;

B. Frequent fording of live waterways will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of waterway crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live waterways;

C. When work areas or gravel pits are located in or adjacent to live waterways and impoundments, such areas shall be separated from the rest of the waterway or impoundment by a dike or other barrier to minimize sediment entering a flowing waterway or impoundment. Care shall be taken during the construction and removal of such barriers to minimize the muddying of a waterway or impoundment;

D. All waterways shall be cleared as soon as practicable of false-work, piling, debris or other obstructions placed during construction operations and which are not a part of the finished work. Ditches which are filled, or partly inoperative shall be cleaned and made operative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the contract;



E. Water from aggregate washing or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity so as not to cause a substantial visible contrast to natural conditions. Wash water or waste from concrete mixing operations shall not be allowed to enter waterways or impoundments;

F. Pollutants such as fuels, lubricants, bitumen's, raw sewage and other harmful materials shall not be discharged in, on or near waterways and impoundments or into natural or manmade channels leading thereto;

G. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the contract;

H. Any material generated by any activity for the development, modification and construction of any transportation facility *shall not* be burned on or off the contract site. This shall include but not be limited to land clearing material and demolition material. Such material shall hereinafter be referred to as disposable material in the clearing and grubbing specifications;

I. The Contractor shall not discharge dust into the atmosphere of such quantity, character or duration that it unreasonably interferes with the comfortable enjoyment of life and property or is harmful to plants or animals.

No payment will be made for any labor, material or equipment needed for soil erosion, water and air pollution abatement as described above.

When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

## **SUBMITTALS**

Whenever a material or article is specific or described and/or a particular manufacturer or vendor is mentioned, the specific item/method shall be understood as established. The type of function or quality desired from other products of equivalent function or quality will be accepted. The low Bidder will submit other products to be reviewed and approved by the Engineer in charge prior to award of Project.

The following submittal will be required and to be approved before work begins.  
All submittals will include material certifications:

1. Precast concrete manholes, steel frames and grates;
2. Precast concrete drainage inlet structures, steel frames and grates;
3. All pipe items: concrete, copper, P.V.C., HDPE, D.I.;
4. Soil, topsoil and supplier;
5. Concrete and Concrete supplier;
6. Gravel, stone and supplier;
7. Water valves boxes;
8. Granite, curb supplier;
9. Bitumen and supplier;
10. Precast concrete leach basins, steel frames and grates;
11. Stabilization fabric;
12. All water service items including curb stop, corporation and couplers;
13. Epoxy road marking paint

Some items will require testing as directed by the Engineer.

**SECTION 300**

**BIDDING DOCUMENTS**

## **SPECIAL NOTICE TO BIDDERS FOR:**

### **1. BID SECURITY.**

Each bid must be accompanied by cash, Bid Bond, or by the certified check of the bidder in amount not less than five percent (5%) of the amount of the bid.

### **2. LIQUIDATED DAMAGES. (Execution of Contract and Bond)**

The successful bidder, upon his failure, or refusal, to execute and deliver the contract and bond required within ten (10) days after he has received notice of the acceptance of his bid, shall be subject to Liquidated Damages as set forth at Table 108-1 of Section 200--INFORMATION TO BIDDERS, attached hereto.

### **3. SUBMISSION OF BIDS-**

ALL BIDS TO BE SEALED AND SUBMITTED TO

Rome City Clerk  
198 N Washington Street  
Rome, New York 13440  
RFB-2025-005 2025 Cold Milling and Resurfacing Project

Please label envelope with the project name clearly stated.

### **4. Contract documents are only available electronically**

### **5. Rome Honor America Days Parade is scheduled for July 26, 2024**

The following street locations are directly associated with the 2025 parade route and need to be either 100% completed or not started by July 26, 2025. The locations are:

N James St – Thomas St to Bloomfield  
N James St – W Embargo St to W Court St

### **6. Millings will not be allowed to be stored at Erie Canal Village location.**

### **7. Millings will be controlled, owned, and removed by the Contractor.**

**The City of Rome will not be taking control of the millings materials.**

**SECTION 400**

**TECHNICAL SPECIFICATIONS  
[SEE CONTRACT DRAWINGS]**

## **ITEM NO. 1.0 - UNCLASSIFIED EXCAVATION**

1) Any abandoned catch basins or manholes.

2) Any asphalt, concrete, railroad ties, or any other foundation material.

Street excavation will be done with an excavator or equivalent. The engineer in charge will approve alternate methods and equipment.

The contractor will be paid as follows:

A) Work limits for new construction will be face of new curb to face of new curb. B) The unit bid price per cubic yard (hereinafter "CY") shall include all labor, material, and equipment necessary to do the work. All excavation shall be within 1" of design elevations shown per plan.

## **ITEM NO. 1.1 - ADDITIONAL EXCESS EXCAVATION**

The Contractor shall be paid this item if any additional excavation is required to remove any unknown foundation material such as concrete footing under existing curb, grade change from original excavation, unsuitable material is found, undercuts, cut slopes. The unit bid price per cubic yard (hereinafter "CY") shall include all labor, material, and equipment necessary to do the work.

## **ITEM NO. 4.1 – COLD MILLING BLACKTOP SURFACE – RANGE OF DEPTH 0" TO 2.5"**

This work shall consist of milling the existing asphalt surface of various streets as indicated by the Contract in accordance with these specifications, and as approved by the Engineer.

### **EQUIPMENT**

#### **A. Cold Milling**

The milling machine shall be especially designed and built for milling flexible pavements and possess the ability, when encountered, to mill concrete patches in the bituminous pavement and concrete or brick surfaces under the bituminous pavement. It shall be self-propelled and have the means for milling without tearing or gouging the underlying surface and blading the cuttings into a windrow, or milling the existing surfaces and loading the cuttings into trucks. The machine shall consist of a 6 ft. minimum width cutting drum with carbide tip cutting teeth, unless specified in bid document. Variable lacing patterns shall be provided to permit a rough grooved or smooth surface as directed by the Engineer. The striations produced by the lacing patterns shall generally not be greater than 3/8" deep. The machine shall be capable of being operated at speeds from 10 to 40 feet per minute and designed so that the operator can at all times observe the milling operation without leaving his control area. The machine shall be adjustable and shall have the ability to do wedge or key cuts from three inches to zero inches (3" to 0") in depth in one pass. It also shall be capable of cutting the surface immediately adjacent to the existing vertical curb face.

The milled surface shall be free from tears, gouges, shoves, breaks or excessive grooves. The surface tolerance shall be such that when a ten-foot (10') straight edge is laid laterally, the variance shall be less than 3/8", and when the ten foot (10') straight edge is laid longitudinally, the variance will be less than 3/16".

## B. General

If the milling machine provided is not self-loading, the Contractor shall provide suitable equipment to pick up the milled material and deposit it in trucks. Sweepers, loaders and trucks of sufficient number and size suitable for handling the milled asphalt shall be provided. All equipment shall be in good repair and be capable of removing all of the milled materials after each day's operation. No loose material will be permitted to remain on the pavement.

## **CONSTRUCTION DETAIL**

Prior to the start of the milling operation, the existing surfaces shall be power swept to remove any material lying on the surface such as debris, mud, sand or any other deposited material. All materials accumulated during the sweeping operation shall be disposed of separately by the Contractor and are not to be mixed with the asphalt material. In addition, the power sweeper shall contain a mechanism to confine any dust, which may evolve during the sweeping operation.

At the end of each workday, the milled pavement shall not have greater than a one-inch (1") difference in elevation from any adjacent pavement surface.

The Engineer will advise the Contractor prior to start of work on each street of the amount of removal to be done (in inches) for each pass. The depth of cut may vary according to field conditions, as ordered by the Engineer, after work starts.

The milled surface shall be free of mud, dust or other foreign material and shall be cleaned in a manner satisfactory to the Engineer as required for application of a new wearing course.

The Contractor shall provide all the necessary labor, material and equipment to load the asphalt cuttings. This material is to be delivered to and dumped at a site so designated by the Engineer. In the case where said designated site is not available, the contractor shall dispose of the cuttings at an approved private landfill at no additional cost to the City.

The Contractor shall protect sidewalks, trees, shrubbery, manholes, curbs, vault covers and any other items which may be damaged by his construction procedures and shall be responsible for repair or replacement of said damaged items at no cost to the City.

It shall be the Contractor's responsibility to prevent cuttings from entering drainage inlets and manholes and any cuttings that enter any drainage inlets or manholes shall be removed at the contractor's expense.

When milling around existing vaults, valve boxes, drainage inlets, manholes, etc., the Contractor shall mill the surface within one foot off the perimeter of all castings. The remaining material shall be removed by use of jackhammers.

## **OPERATIONS**

### A. Hours of Work

The hours of work are subject to control by the Engineer but will in no case be less than 6 hours per day.

### B. Test Section

Prior to beginning the work, and at the request of the Department of Engineering, the contractor shall construct a test section of at least two hundred (200) feet in length and ten (10) feet in width and shall demonstrate to the satisfaction of the Department of Engineering, the ability of the equipment, workmen, procedures, and methods used to accomplish the work in accordance with the

plans and specifications. In the event the Department of Engineering does not approve the test, they may suspend operation and terminate the contract.

C. The Engineer controls the order in which the work shall be done. He has the right to change the order by giving the Contractor a revised sheet prior to starting any one street.

D. The Engineer has the right to add, delete or substitute streets as needed.

E. The Contractor will be responsible for providing all survey work necessary to assure the removal of material to the depths requested by the Engineer.

F. Prior to the initiation of work on any street, the Contractor shall provide written notification to all residents who front on that street of the upcoming construction. Notification shall indicate information regarding the nature, start and duration of the construction work. Said Notice shall be distributed at least twenty-four (24) hours prior to the actual start of the work.

G. The Engineer will provide the milling limits, including intersections, by marking the pavement before any milling operation begins.

H. All Supplementary work such as sweeping, jack-hammering and cleaning-up operations shall be completed within 24 hours after the milling operations has been completed on any particular City block.

## **MAINTENANCE AND PROTECTION OF TRAFFIC**

The Contractor shall maintain traffic and protect the public from damage to persons and property within the limits of and for the duration of the Contract.

### **A. Traffic Signs**

The Contractor shall place "Road Work Ahead" signs in such locations that all motorists traveling towards the area of construction, including intersecting streets will be notified of the work area at least 100 feet prior to entering the work zone. Signs shall be adequately supported and located so that they are easily readable by the public at all times.

Signs shall remain in advance of the work area at all times, including overnight, until all construction operations are complete. Where construction operations require other information to be displayed to the motorists, additional signs showing this information shall be furnished by the contractor and posted in a manner acceptable to the Engineer. All signs shall conform to NYSDOT standards for size, material and legend.

### **B. Barricades**

The Contractor shall provide and maintain lighted and/or unlighted barricades to prevent traffic movement within a specific area that is unsuitable for use by vehicles in the opinion of the Engineer. Said barricades shall conform to the standards of the Department of Engineering. All barricades to remain overnight shall be lighted.

### **C. Flagmen**

The Contractor shall provide flagmen at all times to maintain vehicular and pedestrian traffic while the work is in progress. All flagmen shall use flagging techniques recommended by the NY State Manual of Uniform Traffic Control Devices.



#### D. Street Closings

No street shall be closed for milling operations unless authorized by the Engineer.

#### E. Penalties

When the Contractor fails to comply with instructions of the Engineer regarding the maintenance and protection of traffic, he shall be liable to the City of Rome \$100.00 per calendar day per city block as liquidated damages. This liquidated damage clause shall be in addition to that stipulated for failure to complete the contract on time, as specified at Table 108-1 of Section 200-- INFORMATION TO BIDDERS, attached hereto.

#### DRIVEWAY RAMPS

On driveways in excess of two(2) inches of elevation, measured from the top of the existing driveway to the milled gutter, the Contractor shall provide a temporary - or, if needed - a permanent ramp. The ramp will consist of NYSDOT Top Course Item 403.198202 material or as directed by the Engineer. If ramp is permanent, the Contractor will be required to clean thoroughly the existing surface prior to placing the ramp. The vertical side of ramp will be tack coated and the ramp compacted by an approved method.

### MEASUREMENT & PAYMENT

For purposes of the measurement and payment of cold milling items, the Engineer shall establish, one or more range of depths to be milled, and each range of depth shall be designated as a separate bidding item, for which a separate unit price shall be assigned by the Contractor.

#### A. Measurement

The quantity to be measured for payment will be a surface measurement, and shall be calculated by determining the total square yards milled for/under the applicable range of depth milled directed by the Engineer, and making no deductions for minor unplanned areas such as basins, inlets or manholes.

#### B. Payment

Payment for coldmilling items shall be calculated by multiplying the total square yards milled for the applicable directed range of depth by the unit price for said range of depth, as said unit price is established by the Contractor in its Bid. The bid price for each range of depth established shall include the cost of cleaning pavement; removal and disposal of all cuttings that enter the drainage inlets, manholes or other facilities; hand work around all manholes, drainage inlets, water and gas valves, butt joints and along curbs; protection of trees and shrubs; measurements; maintenance and protection of traffic; together with all labor and equipment necessary to complete the work as specified and millings delivered to specified location controlled by the City of Rome. **Payment of this item shall include vacuum truck cleaning of ALL structures, whether reset or not, within the project limits of work.**

The Contractor shall repair any gouging that result from his operation at no additional cost to the City, to the satisfaction of the Engineer.

#### **ITEM NO. 4.1.05 - COLDMILLING BLACKTOP SURFACE – DEPTH 0” TO 2.5”**

See item 4.1 for milling description. ITEM 4.1.05 millings are contractor controlled. The contractor will be responsible for removing and disposal of millings.

#### **ITEM NO. 4.2 - COLDMILLING BLACKTOP SURFACE – DEPTH 2.75” TO 4”**

See ITEM 4.1 for general milling description for the range of depth 2.75 to 4 inches.

ITEM NO. 28.0 – NYSDOT BINDER COURSE TYPE 3 ITEM 403.138902 must be installed within 48 hours of milling operation

#### **ITEM NO. 4.2.05 - COLDMILLING BLACKTOP SURFACE – DEPTH 2.75” TO 4”**

See item 4.1 for milling description. ITEM 4.2.05 millings are contractor controlled. The contractor will be responsible for removing and disposal of millings.

**ITEM NO. 4.25.05 - COLDMILLING BLACKTOP SURFACE – DEPTH 4.25” TO 6”**

See item 4.1 for milling description. ITEM 4.25.05 millings are contractor controlled. The contractor will be responsible for removing and disposal of millings.

**ITEM NO. 4.3 - COLDMILLING BLACKTOP SURFACE – DEPTH 0” - 3”**

This item includes the cold milling of small blacktop sections with a range of depth: 0 - 3 inches (0”-3”), including sections as patches and drainage problem areas (birdbaths). See ITEM 4.1 for general milling description.

**ITEM NO. 9.0 - 4" CORRUGATED POLYETHYLENE UNDERDRAIN TUBING COMPLETE/IN PLACE**

The unit price bid per linear foot (designated on the bid sheets by “LF”) will include all costs, labor and materials necessary to complete the work. The linear foot bid will also include the cost of 1A stone, woven fabric, trench and backfill and all fittings necessary to complete the work.

**MATERIAL REQUIREMENTS.** Perforated polyvinyl chloride underdrain pipe and fittings shall conform to AASHTO M278 Class PS46.

**ITEM NO. 13.0,13.1,13.2,13.3,13.4 - P.V.C. SDR. 26/35 IN-PLACE**

**MATERIAL REQUIREMENTS.** The PVC material for the pipe and fittings shall meet the requirements of ASTM D1784 for Rigid Poly (Vinyl Chloride) Compounds and Chlorinated Poly (Vinyl Chloride) Compounds, Class 12444-B.

The molded or extruded pipe shall conform to ASTM D1785 for Poly (Vinyl Chloride) (PVC) Plastic

**ITEM NO. 15.0 - TRENCH & BACKFILL**

Payment lines shall be as follows unless otherwise shown or indicated on the contract plans:

A. Bottom Payment Line: The elevation of the bottom payment line shall be the invert elevation of the pipe, conduit, or culvert.

B. Top Payment Line: The payment line at the top surface shall be the existing surface prior to beginning the work.

C. Side Payment Lines: The side payment lines of the excavation shall be vertical to the bottom payment line, regardless of whether sheeting is or is not required or used. Excavation necessary for laying pipe will include any street asphalt concrete foundation, abandoned pipe, etc. Before any excavation begins a neat saw-out or jackhammer blade cut shall be provided along both sides of the excavation. Work shall be paid for in the unit price bid per cubic yard of excavation. For utility lines, exclusive of conduit and cable lines, of less than 12-inch diameter, the excavation width shall be the actual bottom width necessary, as determined by the Engineer, to properly perform the installation work required, or three (3) feet, whichever is less. For pipes, conduits, or culverts of nominal horizontal dimensions of 12 to 144 inches; the width of the excavation at the bottom payment line shall be the nominal inside horizontal dimension of the pipe, conduit or culvert plus four (4) feet, or three (3) times the nominal inside horizontal dimension, whichever is less; for pipes with a nominal horizontal dimension greater than 144 inches the width will be as shown on the

appropriate standard sheets or in the contract documents. For concrete pipe, twice the minimum wall thickness shall be added to the preceding.

The Contractor shall be responsible at all times for the carrying out of all excavation operations in a safe and prudent manner so that the workmen and the public will be protected from unreasonable hazard. All applicable local, state and/or federal requirements shall be observed. It shall be the Contractor's responsibility to use sheeting where necessary to protect employees and satisfactorily complete the work.

"ANY CUT DEEPER THAN 5 FOOT FROM THE  
SURFACE MUST BE SHORED ON ALL 4 SIDES"

#### **ITEM NO. 15.1 - TEST HOLES**

The Contractor will be required to excavate, expose and backfill any utilities; such as sanitary sewer main, water main or sanitary house lateral. This work shall be done prior to the start of the project, and as directed and approved by the Engineer. When it is determined by the Engineer that an exploratory excavation is necessary to determine elevations in conflict with other utilities, or as needed in order to determine elevations of existing utilities so that a design correction can be made, Contractor shall make the directed excavation. Contractor will be paid in appropriate items for backfill and restoration of excavated areas. Payment will be made on a unit price bid per cubic yard, which shall include all labor and equipment necessary to do this work. The Engineer shall approve the size of the backhoe and bucket size.

#### **ITEM NO. 17.2 - REMOVE STUMP ONLY**

The contractor shall remove tree stumps completely as directed by the Engineer. Stump grinding will only be allowed with prior written approval from the Engineer in Charge.

#### **ITEM NO. 20.0 - NEW VALVE BOX, THREE PIECE SCREW TYPE**

Each unit bid price will include all necessary excavation to remove and install a new 3-piece valve box in/place. After the valve box is set, it will be encased in concrete (4,000# p.s.i.) with four #5 steel reinforcing bars from the bottom of the excavation to 4" below the rim. Within 24 hours, the Contractor will place three inches (3") of type 3 binder. For any water valve in a manhole, the Contractor will remove the manhole completely or as directed by the engineer. All costs to remove the existing manhole will be included in the unit bid price. **THE VALVE BOX WILL BE SUPPLIED BY THE CITY OF ROME.** The Contractor will be paid for backfill materials under **ITEM NO. 30.0 – NYSDOT 623.03 CRUSHED STONE.** Blacktop binder under **ITEM NO. 28.1 - NYSDOT TYPE 3 BINDER HANDWORK.** The price bid for this item shall include all costs of labor, material, and equipment necessary to complete the work.

#### **ITEM NO. 22.0 – RESET VALVE BOX TO REQUIRED GRADE**

Each unit bid price will include all necessary excavation to remove and reset an existing valve box, top section, in place. After the valve box is set, it will be encased in concrete (4,000# p.s.i.) with four #5 steel reinforcing bars from the bottom of the excavation to 4" below the rim. Within 24 hours, the Contractor will place three inches (3") of type 3 binder. The unit bid for this item shall include all costs of labor, material, and equipment necessary to complete the work. The Contractor will be paid for backfill materials under **ITEM NO. 30.0 – NYSDOT 623.03 CRUSHED STONE.**  
**THE TOP SECTION AND CAP WILL BE SUPPLIED BY THE CITY OF ROME.**

**ITEM NO. 22.1 - RESET MANHOLE TO REQUIRED GRADE PRECAST GRADE RINGS ONLY**

Under this item the Contractor is required to reset any manhole to the required grade. The Contractor will be required to remove 1 to 5 courses of concrete brick. The Engineer in charge will determine how many courses will be removed and replaced with the pre-cast grade rings. Casting will be removed and then reset. The manhole casting will be jacked-out or saw-cut 1.3 ft. from the outside edge of the casting in a square shape. After the casting is set, it will be encased in concrete (4,000# p.s.i.) with four #5 steel reinforcing bars from the bottom of the excavation to 4" below the rim. Within 24 hours, the Contractor will place three inches (3") of type 3 binder and will be paid for under ITEM NO. 28.1. The Contractor is responsible for maintenance of traffic, and to protect traffic and pedestrians from the excavation. If the excavation impedes the flow of traffic and is an unsafe condition, then the Contractor will at his cost install a temporary cap or steel plate over the excavated area. The unit price bid will include all costs, labor, material and equipment necessary to do this work.

. A competent mason shall do all masonry work. Mortar used to set pre-cast concrete rings shall be one-part Portland (Type I or Type II) Cement and two parts mortar sand. All joints shall be completely filled and stuck to a true surface. Interior and exterior surfaces of manholes and catch basins will be parged with a 1/2" thickness of one-part Portland (Type I or Type II) Cement and three parts mortar sand. When resetting manholes, the Contractor will replace any removed curbing. The Contractor will be paid for installing new curb under the appropriate Item No. 24.0

Materials used for resetting castings shall be pre-cast concrete rings and shall meet the specifications of NYSDOT Standard Specifications section 704-13. Built in accordance to ASTM C478 concrete to be a minimum 4000 p.s.i. @ 28 days air entrained 5%-8% reinforcement steel ASTM GRADE 60. The manufacturing plant shall be NYSDOT approved for the current year by the Director of the NYSDOT Materials Bureau.

All manholes within the limits of work will be cleaned and accessible for its intended use. Cleaning will include removal of silt, debris or foreign matter of any kind. It will be the Contractor's responsibility to clean each manhole, catch basin and valve box, even if the condition existed prior to his work on the street. All costs, labor and materials, and equipment necessary to clean and/or make accessible existing manholes will be the responsibility of the contractor and will be included in the unit bid price each for Item 22.1, Reset Manholes

**ITEM NO. 22.11 - RESET MANHOLE TO REQUIRED GRADE USING EJ USA STYLE 00302433 - PRECAST GRADE RINGS ONLY**

EJ USA 25 Inch Manhole Frame and Cover – Self Level Frame - Prod. #00302433  
See Item. 22.10 for reset detail.

**ITEM NO. 22.2 - RESET DRAINAGE INLET TO GRADE REQUIRED PRECAST GRADE RINGS ONLY**

Under this item the Contractor is required to reset any Drainage Inlet to the required grade. The Contractor will be required to remove 1 to 5 courses of concrete brick. The Engineer in charge will determine how many courses will be removed and replaced with the pre-cast grade rings. Casting will be removed and then reset. The Drainage Inlet casting will be jacked-out or saw-cut 1.3 ft. from the outside edge of the casting in a square shape. After the casting is set, it will be encased

in concrete (4,000# p.s.i.) with three #5 steel reinforcing bars from the bottom of the excavation to 4" below the rim. Within 24 hours the Contractor will place three inches (3") of type 3 binder and will be paid for under ITEM NO. 28.1. The Contractor is responsible for maintenance of traffic, and to protect traffic and pedestrians from the excavation. If the excavation impedes the flow of traffic and is unsafe condition, the Contractor will at his cost install a temporary cap or steel plate over the excavated area. The unit price bid will include all costs, labor, material and equipment necessary to do this work. When resetting Drain Inlets, the Contractor will replace any removed curbing. The Contractor will be paid for installing new curb under the appropriate Item No. 24.0

All Drainage inlets will be cleaned and accessible for its intended use. Cleaning will include removal of silt, debris or foreign matter of any kind. It will be the Contractor's responsibility to clean each drainage inlets even if the condition existed prior to his work on the street. All costs, labor and materials, and equipment necessary to clean and/or make accessible, will be the responsibility of the Contractor and will be included in the unit bid price each for Item 22.2

. A competent mason shall do all masonry work. Mortar used to set pre-cast concrete rings shall be one part Portland (Type I or Type II) Cement and two parts mortar sand. All joints shall be completely filled and stuck to a true surface. Interior and exterior surfaces of the drainage inlet will be parged with a 1/2" thickness of one part Portland (Type I or Type II) Cement and three parts mortar sand. When resetting Drainage Inlets, the Contractor will replace any removal of existing curbing. The Contractor will be paid for installing new curb under the appropriate items.

Materials used for resetting castings shall be pre-cast concrete rings and shall meet the specifications of NYSDOT Standard Specifications section 704-13. Built in accordance to ASTM C478 concrete to be a minimum 4000 p.s.i. @ 28 days air entrained 5%-8% reinforcement steel ASTM GRADE 60. The manufacturing plant shall be NYSDOT approved for the current year by the Director of the NYSDOT Materials Bureau.

### **ITEM NO. 22.3 - ADDITIONAL ALTERING OF DRAINAGE INLET AND MANHOLE CASTING**

This item will be used when it is necessary to go beyond five courses of brick when resetting manholes (ITEM #22.1) and resetting drainage inlets (ITEM #22.2). The Contractor will alter additional courses only when directed by the Engineer. Measurement for additional courses altered will be from the bottom of 5th course to depth of work performed. All costs, labor, material and equipment will be included in the unit bid price per vertical foot.

Materials used for resetting castings shall be pre-cast concrete pavers and shall meet the specifications of NYSDOT Standard Specifications section 704-13. The bricks shall have a compressive strength of 8000 p.s.i., min. at 28 days, 24-hour absorption of 5.0% max. Freeze- thaw 1.0% loss max. No admixtures or color agents are required. The manufacturing plant shall be NYSDOT approved for the current year by the Director of the NYSDOT Materials Bureau.

### **ITEM NO. 23.0 - FINE GRADING BETWEEN CURBS**

Fine grading will be done with a self-propelled, pneumatic tire grader; the Engineer in charge will approve alternate methods and equipment.

Grading tolerance shall be maintained to within 1/2" of final grade elevation per plan.

#### **ITEM NO. 24.0 - NYSDOT CLASS A OR CLASS J CURB (STRAIGHT / RADIUS)**

Class A or J concrete to be used for placement of new curb. The Extruded (slip form paver) curb will be formed 10 feet each side of drainage inlets. Form work will be approved by the Engineer in charge. The Engineer in charge will approve equipment and methods. A drain stone sub-base will be installed to a minimum depth of five inches under all new curb installed. Drain stone is to be NYSDOT 703-0201 Type 1 and/or 2 crushed stone. All excavation, drain stone, labor and equipment necessary to install new curb is to be included in the linear foot price bid for Item 24.0

#### **ITEM NO. 24.1 - NYSDOT CLASS A OR CLASS J CURB (STRAIGHT / RADIUS)**

When Contractor is installing new concrete curbing on a **Cold Milled Street**, or project area not considered a reconstruction project, The Contractor will saw-cut a minimum of eighteen (18) inches in front of existing curb or new proposed face of curb where there presently is no curb. This area is to be replaced with a minimum of (six) 6" 4000 p.s.i. concrete after new curb is installed. drain stone sub-base will be installed to a minimum depth of five inches. Drain stone is to be NYSDOT 703-0201 Type 1 and/or 2 crushed stone. Extruded curb will be hand formed 10 feet each side of drainage inlets or as approved by Engineer. See detail sheet for Item No. 24.1. The cost of excavating, saw-cutting in front of the existing curb or proposed new curb line and the concrete will be included in the unit bid price per linear foot of new curb Item No. 24.1. Asphalt restoration on the face side of curb will be paid in appropriate Item's as Directed by Engineer.

#### **ITEM NO. 25.0 – DILUTED TACK COAT NYSDOT 407.0102**

This work shall consist of preparing and treating an existing Portland cement concrete surface or hot mix asphalt surface, excluding the surface of permeable base material with tack coat in accordance with the Contract documents and as directed by the Engineer.

**Equipment.** A distributor shall be used for applying tack coat. The distributor shall be capable of applying the tack coat uniformly on variable widths of surface up to 15 feet, with uniform pressure, and with an allowable variation from any specified rate

. Distributor equipment shall include a quantity measuring system and a thermometer for measuring temperature of tank contents. This equipment shall be calibrated within the last 12 months in accordance with ASTM D 2995 *Standard Practice for Estimating Application Rate of Bituminous Distributors*. A copy of the signed and dated

calibration certification detailing the equipment by its serial number or other unique identifier shall be given to the Engineer prior to use

.Distributors shall be equipped with a power unit for the pump and full circulation spray bars shall be adjustable both laterally and vertically. An attached bristle broom designed such that it drags on the pavement behind the spray bars may be attached to the distributor. If the broom is used, it shall be adjustable laterally and vertically so that the full width of the applied tack coat is bristled uniformly into the pavement surface.

A bituminous material sampling valve shall be attached to the distributor. When samples are taken through such valves, they shall be considered representative of all material in the distributor tank. The distributor tank will be equipped with an agitator that is capable of ensuring the emulsion is homogenous. It is preferred that the asphalt emulsion stored in the distributor tank be heated and maintained at a temperature range between 85°F and 160°F. Smaller hand operated power spray units will be permitted only in areas where the use of a distributor is impractical

.The Engineer will determine the final acceptance of all equipment used for applying the tack coat.

**Application of Emulsion Material.** The asphalt emulsion contained in the distributor tank shall be homogenous. Emulsified asphalts held in storage tanks, drums, or distributors for long periods are subject to settlement. The asphalt emulsion shall be sufficiently agitated or circulated to ensure a homogenous emulsion prior to sampling or application. The tack coat shall be applied to a prepared

clean pavement and in a manner to offer the least inconvenience to traffic and to reduce pickup or tracking of the bituminous material. Upon application the material shall be as uniformly spread across the width of the designated area. The tack coat shall not be applied on a wet pavement surface or when the pavement surface temperature is below the temperature requirements outlined in Table 402-2 *Temperature and Seasonal*

*Requirements.* The Engineer will approve the temperature and areas to be tack coated prior to application.

### **Surface Type Application Rate(gallons per square yard)**

New Hot Mix Asphalt 0.05 - 0.06

Milled Surfaces and Existing Hot Mix Asphalt 0.08 - 0.10

Portland Cement Concrete 0.08 - 0.10

Vertical Surfaces (curbs, drainage structures, and appurtenances) 0.09 - 0.11

Note: Tack coat shall be placed between all asphalt layers.

### **ITEM NO. 26.0 ASPHALT-TREATED PERMEABLE BASE COURSE – TYPE 2 ITEM 403.128902**

In the areas of full depth reconstruction and the placement of new curb and underdrain, the Contractor will be responsible for the placement of Asphalt – Treated Permeable Base Course between the subbase and the Base Course as outlined in the Contract Plans. Item No26.0 shall be placed in accordance with Section 400 of the New York State Department of Transportation Standard Specifications. All costs, material, labor, and equipment necessary place the Asphalt – Treated Permeable Base Course shall be included in the unit price for this item per ton. Quality payment adjustments will not be paid for this item.

The Performance Graded Binder used in the production of this item shall be a pg. 64S-22.

### **ITEM NO. 27.0 – NYSDOT BASE COURSE TYPE 1 ITEM 403.118902**

The Contractor shall provide and place in accordance with Section 400 of the New York State Department of Transportation Standard Specifications Base Course as outlined in the Contract Documents. All costs, material, labor, and equipment necessary place the Base Course shall be included in the unit price for this item per ton.

. Quality payment adjustments will not be paid for this item.

The Performance Graded Binder used in the production of this item shall be a pg. 64S-22.

### **ITEM NO. 28.0 – NYSDOT BINDER COURSE TYPE 3 ITEM 403.138902**

The Contractor shall provide and place in accordance with Section 400 of the New York State Department of Transportation Standard Specifications Binder Course as outlined in the Contract Documents. All costs, material, labor, and equipment necessary place the Binder Course shall be included in the unit price for this item per ton.

Quality payment adjustments will not be paid for this item.

The Performance Graded Binder used in the production of this item shall be a PG 64S-22.

**ITEM NO. 28.1- NYSDOT BINDER COURSE TYPE 3 ITEM 403.138902 – HAND WORK AND ITEM NO. 29.1– NYSDOT TOP COURSE TYPE 7 ITEM 403.178902 - HAND WORK**

Before paving operation, the existing blacktop surface will be saw-cut by the Contractor as directed by the Engineer in charge. All costs, material, labor, compact, fine grade, equipment, etc., necessary to saw cut, remove material, and prepare sub-base for binder course will be included in the unit price for this item per ton.

Quality payment adjustments will not be paid for this item.

The Performance Graded Binder used in the production of this item shall be a PG 64S-22.

**ITEM NO. 29.0 – NYSDOT TOP COURSE TYPE 7F2 ITEM 403.198202**

The Contractor shall provide and place in accordance with Section 400 of the New York State Department of Transportation Standard Specifications Top Course as outlined in the Contract Documents. All costs, material, labor, and equipment necessary place the Top Course shall be included in the unit price for this item per ton.

Quality payment adjustments will not be paid for this item.

Performance Graded Binder used in the production of this item shall be a PG 64S-22.

**All top course asphalt must be installed within 4 calendar weeks of the street section being milled unless otherwise directed by Engineer in Charge.**

**ITEM 29.2 – NYSDOT TOP TYPE 7 COURSE ITEM 403.178902, TRUE AND LEVELING**

Sweeping, jacking, hammering and cleaning up operations shall be complete within 24 hours after milling operations have been completed on any particular city block, unless otherwise directed by the Engineer in charge. The paving of the True and Leveling course must commence within three (3) days after milling operations have been completed on any particular city block.

Quality payment adjustments will not be paid for this item.

The Performance Graded Binder used in the production of this item shall be a PG 64S-22.

**ITEM NO. 30.0 - NYSDOT ITEM 623.02 CRUSHED GRAVEL OR 623.03 CRUSHED STONE**

This item will be used in pipe embedment or as directed by the engineer. Stone sizes to be used will be determined by the engineer in charge. The unit bid price will be per ton complete in place.

**ITEM NO. 33.0 - NEW 6" SIDEWALK NYSDOT CLASS D CONCRETE**

This work shall consist of removal and construction of Portland Cement Concrete sidewalks, as shown on contract drawings, or as directed by the Engineer. Removal and construction shall include steps and stoops regardless of shape or depth. All work shall be in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer. A minimum of two inches (2") of NYSDOT Type 2, 304-2.02 material



will be used as subbase and will be paid under ITEM NO. 79.0 – NYSDOT TYPE 2, 304-2.02 MATERIAL.

The contractor will fine grade subbase, compact and place new concrete sidewalk. **All costs**, labor, materials, equipment to fine grade subbase, compact and place new concrete sidewalk will be included in the unit bid price per square foot.

Materials shall meet the specifications of NYSDOT Standard specifications 1990 section 700. CONSTRUCTION.

The general details for placing concrete shall meet the requirements of the City of Rome General Specifications for Portland Cement Concrete. Curing of concrete shall meet the requirements as per specifications for Curing Concrete as described in ITEM NO. 33.0. The concrete shall be placed in one (1) pour to the full depth specified in the details. The concrete shall be finished to produce a smooth surface and then lightly broomed to a uniform texture.

All entrance walks, and pedestrian ramps shall be doweled into any new curb. Dowels shall consist of a No. 5 Grade 60 reinforcing bar. The dowels may be inserted into freshly placed curb or the curb may be drilled and dowels inserted with non-shrinking grout. The Engineer-in Charge or his representative shall specify the number of dowels in any walk.

#### **Concrete joints and edges in mainline or entrance Sidewalks**

All joints and edges will be tooled and finished after broom finish is applied to create the “picture frame” affect. Control joints will be spaced every ten feet. The Control joints will be cut to depth of 33% of the thickness of the slab. For a six-inch (6”) thick slab, a two-inch (2”) deep saw cut would be required. Dummy joints shall be evenly spaced between the control joints and cut to a depth of three quarters of an inch (3/4”). Layout for joints will be in square patterns as approved by the Engineer. The Engineer will approve the method and equipment to cut joints. The joints may be saw cut after concrete hardens and may be safely done without dislodging aggregate. Contractor will be responsible for cracking due to failure to cut joints in a timely manner. **All costs**, laborer, materials, and equipment to saw cut joints will be included in the unit bid price per square foot, Item 33.0.

#### **Concrete Joints in large slabs**

All joints will be saw cut. Control joints will be spaced no more than eight feet (8’) apart. The panels should be as close to square as possible and not exceed the length to width ratio of 1 to 1.25. The Control joints will be cut a depth of 33% of the thickness of the slab. For a six-inch (6”) thick slab, a two inch (2”) deep saw cut would be required. The Engineer will approve the method and equipment to cut joints. The joints will be saw cut after the concrete hardens and may be safely done without dislodging and aggregate. Contractor will be responsible for cracking due to failure to cut joints in a timely manner. **All costs**, labor, materials, equipment to saw cut joints will be included in the unit bid price per square foot, Item #33.0.

#### **Construction Joints**

Half Round Keyed Joints (See Standard Sheet) or No.5 Grade 60 dowels will be used where concrete operations such as end of day or when placing is stopped for other reason, such as weather or equipment breakdown or when ever the work is interrupted. **All costs**, laborer, materials and equipment to install half round Keyed Joints or dowels will be included in the unit Bid price per square foot, Item #33.0.

#### **½” Foam or asphaltic expansion board**

Shall be installed full depth at all joints between sidewalks and curbs, pavement, buildings, or as directed by Engineer. **All costs**, laborer, materials, and equipment to place foam will be included in the unit bid price per square foot, Item 33.0.

### **Monolithic Concrete Curb Section**

Shall be placed as per contract standard sheet. **All costs**, laborer, materials, equipment to place monolithic curb will be included in the unit bid price per square foot, Item 33.0.

### **Curing Concrete**

All concrete flatwork shall be cured with Resi-Chem® clear (Type 1 or 1D), Class 3 curing compound or equal. The curing compound will be applied as per manufacturer's recommendation. **All costs**, laborer, materials, and equipment to cure concrete will be included in the unit bid price per square foot Item 33.0.

### **Payment**

The unit bid price PER SQUARE FOOT shall include **All costs**, laborer, materials, equipment to place concrete as unit bid price per square foot, Item 33.0.

### **ITEM NO. 33.3 PROVIDE AND INSTALL NEW DURALAST. DETECTABLE WARNING PLATES or Equal**

All materials and installation procedures shall conform to ADA Draft Guidelines for Accessible Public Rights-Of-Way. Cast in Place detectable/tactile warning surfaces will be installed as specified in ADA Guidelines. Refer to ADA Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN.

### **ITEM NO. 34 - NYSDOT 601.02----09 – INTEGRALLY COLORED HOT APPLIED SYNTHETIC ASPHALT WEARING SURFACE – COARSE AGGREGATE TYPE F2 CONDITIONS**

#### **DESCRIPTION**

Construct architectural pavement treatments for use under vehicle traffic as shown on the contract documents.

#### **MATERIALS**

Use Grade 45 Imprint®, a hot applied polymer modified synthetic asphalt compound wearing course produced by Prismo Limited, or an approved equal as determined by the Regional Materials Engineer (RME). The Imprint material incorporates pigment, graded rubber granules, granite aggregates and reinforcing fibers. The integral color and stamped (molded) pattern shall be as indicated on the plans using material available from Imprint® or a RME approved equal.

**Coarse Aggregates:** The wearing course aggregates must meet the requirements of Standard Specifications Section 703-Aggregates and Section 401-2.02 B. Coarse Aggregate Type F2 Conditions. Aggregate samples shall be submitted to the Materials Bureau for approval 45 days prior to use. Additional quality assurance samples will be retrieved during installation and submitted for testing at a minimum rate of 1 sample per 100m<sup>2</sup>, or as ordered by the Engineer. The coarse aggregates gradation shall be such that 100% passes the 12.5 mm sieve.

**Fine Aggregates:** Standard Specifications Section 703-01 shall apply except as modified herein. Use silica sand as a topping material at an application rate of approximately 50kg per 50 square meters of surface area. When dry, the silica sand shall meet the following gradation requirements:

Sieve Size	Percent Passing
850 µm	100

<b>600 <math>\mu</math>m</b>	<b>40-100</b>
<b>300 <math>\mu</math>m</b>	<b>1-3</b>
<b>150 <math>\mu</math>m</b>	<b>0 - 0.3</b>

### **CONSTRUCTION DETAILS**

Using *manufacturer certified* installers Place surface treatment in accordance with the manufacturer's recommended methods at the thicknesses and details as shown in the contract documents. Interfaces with adjacent surfaces shall be flush, providing smooth transition from surface to surface. If material is placed over existing pavement, construct 20mm deep by 150mm wide keyways at all edges. Sawcut the installation boundaries prior to excavating the existing material. All surfaces must be dried and cleaned by use of mechanical sweepers, high pressure air or other methods approved by the Engineer prior to use. Surfaces must be free of all dirt, oil, debris and any other material that might interfere with the bond between the resurfacing material and existing surfaces.

Use a hot compressed air lance (HCA) immediately prior to application to remove any remaining dust and promote good adhesion to the substrate. Use masking tape or other suitable material to protect the area adjacent to the installation. Install grade control devices to ensure the required thickness of Imprint is installed. The method and material used for grade control must be pre-approved by the Engineer in Charge.

Heat the materials in accordance with manufacturer's recommendations using a thermostatically controlled pre-heater capable of continuous material agitation. Only use heating equipment that has been approved by the Engineer.

### **Temperature Requirements:**

- Imprint materials shall be preheated between 190°C-215°C.
- Silica sand must be completely dried before application to ensure proper adhesion to the Imprint material. A hot compressed air lance may be used to thoroughly dry and preheat the silica sand.
- Material shall not be placed when the ambient air temperature is below 4°C.
- Material shall not be placed if the Engineer determines atmospheric conditions may compromise the surface treatment performance.

Apply, uniformly spread and smooth out the material between the grade control forms utilizing hot irons as recommended by the manufacturer. Apply preheated sand after the material has been smoothed out and before printing. If required, a roughened surface texture can be achieved by using wooden floats versus a hot iron finish.

**Imprinted Design (if required):** Imprint the semi molten material immediately after the sand application using an approved mold capable of providing a 8mm  $\pm$  2mm deep imprint in accordance with the design details shown on the plans. Use a manufacturer approved release agent to prevent Imprint material from sticking to the mold.

### **METHOD OF MEASUREMENT**

This work shall be measured as the number of square feet of material necessary to construct architectural treatments as shown in the contract documents, or as ordered by the Engineer.

### **BASIS OF PAYMENT**

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

### **ITEM NO. 35.0 - BLACKTOP DRIVEWAY - REMOVE AND REPLACE**

Before paving operation, the existing blacktop surface will be saw cut as directed by the Engineer in charge. This item will consist of three inches (3") of NYSDOT Binder Course Item 403138902 and one inch (1") of NYSDOT Top Course Item 403.198902. A minimum of 2 inches (2") of NYSDOT Type 2, 304-2.02 Material will be used for subbase material and paid for under ITEM NO. 79.0 – NYSDOT TYPE 2, 304-2.02 MATERIAL. All costs, material, labor and equipment, etc., necessary to saw cut, remove material and prepare sub base for paving will be included in the unit bid price for this item PER SQUARE YARD. All work will be done in an approved manner as determined by the Engineer in charge.

### **ITEM NO. 36.0 - STONE DRIVEWAY, REMOVE AND REPLACE**

The unit bid price per square yard shall include all costs to excavate, place, fine grade and compact four inches (4") of NYSDOT type 2, 304-2.02 material in place.

### **ITEM NO. 37.0 – FLEXI-PAVE PAVEMENT**

This product will be used as specified in various locations. The Engineer in charge will determine color.

Contractor will be responsible for all work associated with the preparation, installation and clean-up / disposal of material resulting from this installation. Payment shall be made in square foot measurement of actual Flexi-pave pavement in-place and will include excavation for and placement of two (2) inches of NYSDOT Type II 304-2.02 as the subbase material. NYSDOT Type II 304-2.02 will be paid for in Item No. 79.

### **ITEM NO. 37.1- FLEXI-PAVE PAVEMENT INSTALLED OVER 12" STRUCTURAL SOIL**

This product will be used as specified in various locations. The Engineer in charge will determine color.

Contractor will be responsible for all work associated with the preparation, installation and clean-up / disposal of material resulting from this installation. Payment shall be made in square foot measurement of actual Flexi-pave pavement in-place and will include excavation for and placement of twelve (12) inches of CU Structural Soil and TYPAR BIOBARRIER installed on the vertical wall adjacent to the pedestrian walk see detail sheet.

### **ITEM NO. 38.0 - GRADING, SEEDING AND TOPSOIL 4" DEPTH**

Grading, seeding and topsoil will be an approved source. The source will be inspected and approved by the Engineer in Charge. THE UNIT FOR PAYMENT WILL BE SQUARE YARD, AND THE UNIT BID PRICE SHALL INCLUDE ALL WORK NECESSARY, ANY EXCAVATION, GRADING, COMPACTION, MULCHING AND ANY OTHER WORK PERTINENT TO PLACING SEEDING AND FOUR INCHES (4") OF TOPSOIL.

Seed will be Agway - Rome Spec. Grass Mix or equal. Type 17-23-6 Fertilizer will be applied at a ratio of 21 pounds for every 5,000 square feet. All costs, materials, labor and equipment will be included in the unit bid price per square yard under Item No. 38 - Grading, Seeding and Topsoil/in place.

Topsoil shall meet following gradation and requirements:

- 1). PH of material shall be between 5.5 - 7.6.

2). The organic content shall be not less than 2% or more than 20%. 3). Gradation:

SIEVE SIZE	PERCENT PASSING
DESIGNATOR	BY WEIGHT
2"	100%
1"	85-100%
1/4"	65-100%
NO. 200 MESH	20-80%

#### **ITEM NO.38.1 –NEW SOD PLANTING**

The work covered under this item shall include preparing the sod bed, furnishing delivering, and caring for sod as directed by the E.I.C.

- A. **Seasons-** the work may be performed during any season of the year unless otherwise specified on the plans. The contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin to sod and shall not proceed with such work until permission is granted. No frozen sod shall be placed nor shall sod be placed on frozen earth. When delays in conditions are such by reason of frost, excessive moisture or other causes that satisfactory results are not likely to be obtained for any stage of work and it shall be resumed only when the desired results are likely to be obtained.

When sod is placed on the same general area where seeding is to be done under the same contract, the sod work shall be done before the seed is sown.

- B. **Procuring Ground-** the contractor shall exercise extreme care to retain the native soil from roots of the sod during the planting operation. Dumping of sod from vehicles will not be permitted. Sod shall be planted within 24 hours from the time of harvesting, unless it is tightly rolled and or stored root to root in a satisfactory manner. All sod stacks shall be kept moist and protected from exposure to the sun and freezing. The maximum period for storage shall be five days. Sod that is dry or fails to meet the specification requirements will be rejected.
- C. **Ground Preparation-**there shall be a minimum of two inches of topsoil under the sod unless otherwise specified. The sod subgrade shall be excavated to a depth below the finished grade of the sod to accommodate the specified thickness of topsoil and sod. Where sod is to be laid on existing topsoil, the work shall require stripping of the existing topsoil, shaping the subgrade and replacing the topsoil to the depth specified. Fertilizer shall be applied at a rate that provides 50 pounds of nitrogen per acre unless fertilizer has been applied to the topsoil in the sod bed under another item in the contract. Limestone, although not required in the sod bed preparation, will be permitted in the sod bed if applied in a previous operation. Fertilizer applied under this work shall be mixed with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise approved. Mixing shall be accomplished by disking, harrowing, raking or other approved means.
- D. **Finished grade for sod-** sod to be laid in strips parallel to contours shall be between one-half inch and one inch below the surface of the adjacent soil. When laid in strips adjacent to paths, pavements drain inlets and other structures, sod shall be flush with the surface of the adjacent soil and adjacent structures. Sod to be laid in drainage ways, and sod to be continuously or solid sod shall meet the finished grades as shown on the plans. Grades shall be formed with special care at the junction of drainage ways.
- E. **Planting sod-** the soil on which the sod is to laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge and all openings shall be

plugged with sod. In drainage ways and where continuous or solid sod is called for on the plans the sod shall be laid with the longest running dimension parallel to the contours. Sod shall start at the base of slopes and progress upward in continuous parallel rows. Vertical joints between sods shall be staggered. Immediately after laying, sod shall be rolled into place so as to eliminate air pockets, provide true and even surfaces, insure knitting and protect all exposed sod edges, but without displacement of the sod or deformation of the sod surface. At the time of planting, the sod areas shall be watered evenly and at a rate of 5 gallons per square yard unless otherwise directed.

- F. **Pegging** – in all drainage ways, on all slopes 1 on 2 or steeper and elsewhere where specified or as directed, sod shall be held in place by stakes. Pegging shall be done immediately after rolling in place. At least one stake shall be driven through each sod to be pegged and the stakes shall be not more than two feet apart. Stakes shall have their flat side against the slope and be driven flush.
- G. **Finishing**- excess sod or excess soil resulting from excavations or trenching shall be disposed of as approved. Excess soil shall not be left to form a ridge adjacent to the sod areas.
- H. **Care during construction**- the contractor shall care for the areas of newly placed sod until all work on the entire contract has been completed and accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades, and mowing to a height of three inches when the growth reaches a height of six inches. All sod shall be watered at daily intervals for a minimum of four weeks following installation and in accordance with section NYSDOT 615-3.03 unless otherwise specified or directed by Engineer. When watered, sufficient water shall be applied to wet the sod and at least two inches into the topsoil bed. Watering shall be done in a manner, which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to re-establish the grade and conditions of the soil prior to placing sod and shall be then re-fertilized and sod replaced as specified under this work.
- I. **Liability**- When in the judgment of the Engineer, at any time prior to the acceptance of the contract, any area which has had sod placed on it fails, for any reason, to produce a satisfactory turf after a suitable period of time has elapsed; the contractor shall re-sod and re-fertilize such areas at the contractor's expense.

**BASIS OF PAYMENT**- sod will be paid for at the unit price bid per square yard, which payment shall constitute full compensation for furnishing all labor, materials, including topsoil placed under the sod, and necessary excavation, equipment and incidentals necessary to complete and care for the work specified. Watering of the sod shall be included in the unit price bid for sod.

**ITEM NO. 50.0 - HYDRANT - ROME STANDARD WITH 6" WATER VALVE/COMPLETE - INCLUDES EXCAVATION**

This shall be a Mueller Centurion Model #A421 for 6' trench, 6" mechanical joint inlet, 5 1/4" opening, Rome specification complete with valve and thrust block; Hydrant shall be fully restrained with Megalug mechanical joints as shown on detail sheet. Unit price for this item shall include all work and materials (**including GRADELOK**) from valve to hydrant. All existing hydrants that are replaced will become the property of the City of Rome Water Department. **THE 3 pc. GATE BOX WILL BE SUPPLIED BY THE CITY OF ROME.**

**ITEM NOS. 52.0, 52.1, 52.2, 52.3, 52.4 - DUCTILE IRON PIPE - WATER MAIN, CLASS 52**

The work shall be done in accordance with AWWA c600, as modified by the plans and the specifications, and shall be completed to the satisfaction of the Engineer and the owners of the water

system. The Contractor shall make all necessary arrangements and pay all charges to satisfy the regulations of the Owner and the water system.

Water main and their appurtenances shall be installed according to the manufacturer recommendations and shall meet the minimum standards of the ANSI/AWWA c600 specifications latest revisions.

The Contractor must obtain prior approval of the local water department before shutdown of any portion of the existing water mains. All mains and fittings shall be installed to provide a minimum cover of 6'-0" unless otherwise shown or ordered by the Engineer.

New water mains installed parallel to sewer or drainage pipe shall have a minimum of ten feet horizontal separation whenever possible, when a minimum of ten feet horizontal separation cannot be maintained a vertical separation of at least 18 inches from the bottom or top of the water main and top or bottom of sewer pipe, as required, shall be maintained. When this situation is encountered water, main joints shall be evenly spaced as far as possible across the sewer pipe joints.

### **PIPE AND FITTINGS**

All water main shall be ductile iron pipe, class 52 double cement lined conforming to ANSI/AWWA c151/a21.51 specifications, with push on joints, gaskets and wedged with three (3) bronze wedges per joint, serrated clow f-175/ or equal.

All fittings, unless otherwise noted, shall conform to ANSI/AWWA c110/a21.11 specifications.

All fittings, unless otherwise stated, shall be ductile iron compact mechanical joint fittings conforming to ANSI/AWWA c111/a21.11 specifications. All fittings shall be restrained with rods and thrust blocked as needed.

All pipe and fittings shall have a minimum rated water-working pressure of 350 psig.

### **BASIS OF PAYMENT**

The unit price bid per linear foot, unless otherwise specified shall include the cost of furnishing all labor and material and equipment to complete the work. No separate payment will be made for temporary supporting of existing mains or other utilities encountered, permits, Chlorination, shut-offs, disinfecting and testing disinfection, hauling, loading, storing, temporary bulkheads, and cutting existing water mains to install any fittings, but the cost shall be included in the Contract prices for the various water main items.

### **ITEMS. 53.0, 53.1, 53.2, 53.3, 53.4 - WATER VALVE IN-PLACE. INCLUDES ALL EXCAVATION & CONNECTIONS**

This item shall be a Mueller (or equal) right turn to open, mechanical joint, gate valve. Alternate may be a resilient seat gate valve or butterfly valve. All valve shall be fully restrained with Megalug mechanical joints as shown on detail sheets and meet all applicable AWWA standards for size and type. All fittings shall be mechanical joint ductile or gray iron, meeting all standards of AWWA Standard C-110 (latest revision). All water mains shall be wedged with bronze wedges, serrated Clow F-175 (or equal), minimum three (3) per joint. All valve, plugs, caps, tees, and bends shall be restrained in a manner approved by the Superintendent of the Water Department or engineer. The costs of restraints and thrust blocks shall be included in the bid price for D.I. Pipe. **THE 3 pc. GATE BOX WILL BE SUPPLIED BY THE CITY OF ROME.**

### **ITEM NO'S 54.0,54.1,54.2,54.3,54.4- NEW CAST IRON TEE IN-PLACE**

All fittings shall be mechanical joint ductile or gray iron, meeting all standards of AWWA Standard C-110 (latest revision). All valve, plugs, caps, tees, and bends shall be fully restrained with Megalug mechanical joints as shown on detail sheet restrained in a manner approved by the Superintendent of the Water Department or engineer. The costs of restraints and thrust blocks shall be included in the bid price for the new tee.

**ITEM NO'S. 57.0,57.1,57.2,57.3,57.4- NEW DUCTILE IRON CAP/PLUG FOR D.I. CLASS 52 WATER MAIN IN-PLACE**

All fittings shall be mechanical joint ductile or gray iron, meeting all standards of AWWA Standard C-110 (latest revision). All valve, plugs, caps, tees, and bends shall be fully restrained with Megalug mechanical joints as shown on detail sheet restrained in a manner approved by the Superintendent of the Water Department or engineer. The costs of restraints and thrust blocks shall be included in the bid price for the new cap/plug.

**ITEM NO. 59.2 - 12" COLD MILLING COMPACTED IN-PLACE - 3-4" LIFTS**

The unit price bid per square yard will include:

- 1). Hauling from Erie Canal Village on State Route 49/46 to job site;
- 2). Placement, fine grading, and compaction, as delivered on project site; cold milling will not be stockpiled on job site;
- 3). The Engineer in charge will approve fine grading, including compaction, method and equipment;
- 4). If cold millings are depleted and additional material is needed to complete the project, the City of Rome will supply NYSDOT Type 2 material or NYSDOT Type 4 material crushed or an alternate material to be hauled by the Contractor from Erie Canal Village on State Route 49/46.

**MEASUREMENT AND PAYMENT:**

The unit bid price per square yard shall include all costs, materials, labor and equipment necessary to complete the work.

**ITEM NO. 62.0 - NEW LEACH BASIN IN-PLACE 4' INSIDE DIAM. 0- 5' VF**

The Contractor shall furnish and install leach-basin of type shown on standard sheets or drawings and as specified herein. The unit bid price per vertical foot will include all costs, labor, equipment, and material necessary to install leach-basin. The item will include pipe connections, whether for new or existing sewers. Also, the item will include masonry, concrete, reinforcing steel, special pipe fittings, pre-cast units, cast in place units, and all other material, costs, labor, and equipment necessary to install a complete structure. The plant shall be currently approved by NYSDOT for the manufacture of concrete products. The manufacturer shall provide the Engineer with shop drawings certifying that all pre-cast concrete sections furnished to this project shall conform to the requirements of contract documents and shall conform to ASTM Specifications C-478 except as modified and/or supplemented in this section of the Specifications.

**ITEM NO. 63.0 - ABANDON EXISTING MANHOLE, DRAINAGE INLET OR LEACHBASIN**

Contractor will be required to remove abandoned manhole, catch basin or leach basin and fully plug abandon pipes with concrete. The concrete will extend into the abandoned pipe a minimum of twelve inches (12"). The engineer will inspect and certify work performed before contractor backfills. All costs, material, labor and equipment will be included in the unit bid price each. The Contractor will be paid for abandon manhole, catch basin or leach basin only when the abandon manhole, catch basin or leach basin is outside the trench excavation or outside excavation limits of the new manhole, catch basin or leach basin. Existing sewer invert must remain clean and free of debris during construction phase. Any debris that enters the channel will be removed by contractor.



#### **ITEM NO. 63.1 - ABANDON EXISTING LAMP HOLE**

This item will be used when the Engineer in charge has deemed an existing lamp hole as unusable. The contractor shall excavate the existing structure down one (1) foot below the new elevation of the road surface and oriented in a four (4) foot square.

The existing casting shall be used to cover existing pipe exposed after excavation and encased in concrete to an elevation four (4) inches below new elevation of the road surface. The appropriate asphalt items will be used to restore road surface.

#### **ITEM NO. 64.0 - CONNECT TO EXISTING MANHOLE OR DRAINAGE INLET**

This item will be used when design calls for the installation of a new utility line where existing manhole or catch basin, be it precast concrete or brick/block construction, needs to be utilized. Connection shall be made with pipe material as specified by work on project or as ordered by Engineer in charge. Connection will be water tight when completed with new pipe extending to inside face of existing structure being connected to. Inside and outside faces of structure will be parged to smooth surface. Backfill will be paid by items according to Engineer in Charge. The connection will be paid in each quantity.

#### **ITEM NO. 79.0 - NYSDOT, TYPE 2, 304-2.02 MATERIAL IN-PLACE**

This item shall follow specifications for NYSDOT Item 304-2.02 Type 2 material. It shall consist solely of approved blast furnace slag or of stone, which is a product of crushing ledge rock. The unit price bid shall include all costs of this item compacted in place.

#### **ITEM NO. 80.0 - NYSDOT, TYPE 4, 304-2.02 MATERIAL IN-PLACE**

This item shall follow specifications for NYSDOT Item 304-2.02 Type 4 material. The material will consist of approved blast furnace slag, stone, sand and gravel or blends of these materials.

#### **ITEM 80.1 CUSHION SAND**

Cushion sand shall consist of clean, hard, durable, uncoated particles, free from lumps of clay and all deleterious substances.

When dry the sand shall meet the following gradation requirements:

<b>Sieve size</b>	6.3 mm	300µm	150µm
<b>Percent passing by weight</b>	100	0-35	0-10

The sand may be determined to be unacceptable for cushion sand if it contains more than 10 percent by volume of loam or silt.

Method of payment will be by U.S tons

#### **ITEM NO. 81.1 - HOT TACK EDGES BEFORE TOP AND SEAL EDGES WITH HOT AC-20**

The unit price bid will include labor, materials and equipment necessary to complete the work. The work shall be done in a manner approved by the Engineer.

## **ITEM NO. 86.0 - GEO-TEXTILE MATERIAL WOVEN OR NONWOVEN**

### **DESCRIPTION**

The work shall consist of furnishing and installing approved Geo-textiles at the location and in the manner shown on the plans or as directed by the Engineer, prior to performing the work.

### **MATERIALS**

The Geo-textiles shall be the type appropriate for the intended use as shown on the plans or specifications or approved by the Engineer. The Geo-textile material shall be a woven or nonwoven fabric.

### **CONSTRUCTION DETAILS**

The Geo-textiles shall be protected from exposure to sunlight during transport and storage. The Geo-Textiles shall be placed and anchored on a prepared surface free from any puncturing material and approved by the Engineer. In areas of curb each construction, the Geo-textile shall be placed prior to construction and shall extend a minimum of six (6) inches beyond the curb. Traffic or construction equipment will not be permitted directly on the Geo-textile. Geo-textiles may be joined by either sewing or overlapping. Sewn seams shall be lapped a minimum of four (4) inches and double sewn. The thread used to sew the seam shall be nylon or polypropylene. Overlapped seams shall have a minimum overlap of eighteen (18) inches except where placed underwater, where the overlap shall be a minimum of three (3) feet. All seams shall be subject to the approval of the Engineer. Geo-textile, which becomes torn or damaged, shall be replaced or patched. The patch shall extend three (3) feet beyond the perimeter of the tear or damage. The Geo-textile shall be laid loosely so that placement of the overlying material will not stretch or tear the Geo-textile. The overlying course shall be placed and maintained in one (1) lift of eight (8) inch minimum thickness and compacted as approved by the Engineer. Granular material shall not be dropped onto the Geo-textile from a height exceeding three (3) feet. Holes cut in the fabric for catch-basins, manholes, valve boxes or other structures must be neat and only large enough to accommodate the structure. Where Geo-textile is placed on a slope, backfill placement shall begin at the toe and proceed up the slope. Where Geo-textile is placed under water, the long dimension shall be placed parallel to the direction of flow. Successive Geo-textile sheets shall be overlapped in such a manner that the upstream sheet is placed over the downstream sheet. As the Geo-textile is placed under water, the backfill material shall be placed on it to the required thickness. The Geo-textile placement shall not progress more

than fifty (50) feet ahead of the backfill placement. Rip Rap or stone shall not be dropped onto the Geo-textile from a height exceeding one (1) foot.

### **MEASUREMENT AND PAYMENT**

The quantity of Geo-textile will be the number of square yards measured in place. Measurement will not be made for Geo-textile used for repairs, seams or overlaps. The unit price bid per square yard for this item shall include the cost of furnishing all labor, equipment and materials necessary to complete the work, including the cost of preparing the surface upon which the Geo-textile is placed.

## **ITEM 90.0 – WYE BRANCH CONNECTION**

Wye connection shall be PVC SDR 35. The engineer in charge will spot this connection on site, as the work progresses. The unit bid price shall include all costs, material, labor, equipment and excavation to install wye connection.

#### **ITEM 90.1 - WYE BRANCH CONNECTION REPLACEMENT - SMALL SECTION ONLY**

This item shall be used when it is determined, by the Engineer in charge, that a sanitary wye connection need to be replaced or inserted into an existing sanitary sewer.

##### **MATERIALS:**

The Contractor shall provide and install each P.V.C. SDR-26/35 wye connection (size may vary), all pipe up to ten linear feet of P.V.C. SDR-26/35 (size may vary) and fernco type connectors necessary to complete the job. The pipe shall be bedded in a minimum of six inches of Item No. 30 Crushed Stone and covered to a depth of twelve inches above the pipe with Item No. 30 Crushed Stone. This item shall include all excavation necessary.

##### **MEASUREMENT AND PAYMENT:**

The unit bid price per each wye replacement shall include all costs, materials, labor, equipment, excavation, pipe and connectors necessary to complete the job.

Stone shall be paid for under ITEM NO. 30.0. Any additional pipe over ten feet shall be paid for under the appropriate pipe item.

#### **ITEM NO. 91.0 - SANITARY LATERAL, 4" PVC SDR 35 COMPLETE**

This item will be used when replacing existing sanitary laterals or installing a new sanitary system. The Engineer will determine how many linear feet will be installed. All costs including excavation, labor, materials, and equipment to perform work will be included in the unit price bid per linear feet.

#### **ITEM NO. 112 – NEW MUELLER CURB BOX OR APPROVED EQUAL, IN PLACE**

This item will be used when an existing shut off falls inside the new roadway or curb line or it is deemed necessary to replace a shut off or curb box. The curb box shall be Mueller 11-10314 with lid or approved equal. The unit price bid for this item shall include all costs of labor, materials, equipment, excavation, connections and fittings necessary to complete the work.

#### **ITEM NO. 113.0,113.1,113.2,113.3, NEW CURB STOP – FORD BALL VALVE, COMPLETE, IN PLACE**

This item will be used when an existing shut off falls inside the new roadway or curb line or it is deemed necessary to replace a shut off. Curb stop shall be Ford 3/4" Ball Valve or approved equal.

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

#### **ITEM NOS. 114.0, 114.1 - NEW CORPORATION STOP, IN PLACE**

This item will be used for new construction or when the existing corporation is deemed necessary to be replaced. All costs, material, labor and equipment necessary shall be included in the unit bid price per each. The new corporation shall be Mueller h-1500 corporation stop.

#### **ITEM NOS. 115.0, 115.1, 115.2, 115.3 – NEW COPPER WATER SERVICE, COMPLETE**

This item will be used where an existing curb box (shut-off) falls inside of the new curb line or is deemed necessary to be replaced. All costs, labor, materials, equipment necessary to disconnect

and remove old service and connect and install new copper service from the existing water-main to the new curb box will be included in the unit bid price each.

The unit bid price each shall also include all excavation, removal of existing concrete base and/or blacktop.

When it is required for the Contractor to drive under existing pavement, the new water services will be incased in approved steel casing or equal and extend beyond the existing ditch. The new water service will be a minimum of 5 feet in depth at ditch line.

. The Engineer in charge or a representative from the City of Rome Water Department will be on-site for all taps.

#### **ITEM NO. 117.0 - ABANDON WATER SERVICE**

Under this item, the Contractor shall excavate and expose corporation at water-main. The Contractor shall then put the corporation in the shut-off position and then disconnect the abandoned water service. The unit bid price each will include all costs, labor, material, equipment necessary to excavate, turn-off corporation and disconnect existing water service. The shut-off and disconnect will be verified by the field engineer for the project. The unit bid price each will include all necessary excavation, removal of concrete base and/or blacktop to complete work.

#### **ITEM 118.0 –NEW CONCRETE VALLEY GUTTER CURB**

New concrete valley gutter curb can be extruded, or hand formed and poured with class A or J concrete. Concrete shall be six inches in depth. Crushed stone (drain stone-crushed #1's) shall be used to bed the new curb and will be included in the price per linear foot of Item no. 118. Cross slope and construction as per detail sheets.

#### **ITEM 119.0- NEW GRANITE CURB**

New Granite curb shall be quarry split face with a sawed hammered or thermal finish top. New granite curb shall be Type "A". All joints to be finished with non-shrink grout. Curb stone is to have continuous three (3) inch dry mix and dry mix concrete pedestal with concrete backing at each joint. The backing at each joint shall extend a minimum of twelve (12) inches on both sides of joint.

#### **ITEM #119.1 RESET GRANITE CURB**

The unit bid price per foot shall include the all costs of labor equipment and materials to remove, haul, store and properly reset existing curb. All joints to be finished with non-shrink grout. Curb stone is to have continuous three (3) dry mix and dry mix concrete pedestals with concrete backing at each joint. The backing at each joint shall extend a minimum of twelve (12) inches on both sides of joint. Any existing curb stones damaged by contractor, at the Engineers discretion, during this operation will be replaced by contractor, in kind, at the contractor's expense. The Contractor will saw-cut a minimum of eighteen (18) inches in front of existing curb. This area is to be replaced with a minimum of (six) 6" 4000 p.s.i. concrete after reset curb is installed. Drain stone sub-base will be installed to a minimum depth of five inches. Drain stone is to be NYSDOT 703-0201 Type 1 and/or 2 crushed stone. The cost of excavating and saw-cutting in front of the existing curb and the concrete will be included in the unit bid price per linear foot of new curb Item No. 119.1. Asphalt restoration on the face side of curb will paid in appropriate Item's as Directed by Engineer.

### **ITEM NO. 163.0 FULL DEPTH PATCH**

Full depth repair will be utilized to replace temporary repairs on utility cuts. The temporary repair will be removed one foot outside existing temporary repair as marked by Engineer in Charge and to a depth of six inches below finished grade of road. Replaced with 4.5" compacted NYSDOT 403.138902 Type 3 Binder and 1.5" compacted NYSDOT 403.198902 Type 7 top. If unsuitable material, as determined by Engineer in Charge, is found in excavation, it will be removed and replaced with compacted NYSDOT Type 2 304.2-02 and paid in Item #79.

### **PAYMENT**

The unit bid price will be square yards as measured when repair is complete and shall include all labor, excavation, Ac-20 tack coat and materials to complete the repair.

### **ITEM NO. 165.01, .02, .03 and .04 Epoxy Road Markings**

The unit price bid per each shall include the cost of all material, labor and equipment necessary to satisfactorily complete the work including all necessary excavation, removal and resetting of top piece and cover of valve box to existing or new pavement grade, backfill and the removal and replacement of any pavement, foundation, pencil vibrating new concrete in repair area, reinforcement, shoulder and sidewalk courses, sub-courses, curbs, drains, lawns, and other surfaces. Also included is the cost of joint sealing and tack coating. Any damage that occurs to the water system through carelessness on the part of the contractor shall be replaced at the contractor's expense.

#### **165.11 White Epoxy Reflectorized Pavement Stripes**

#### **165.12 Yellow Epoxy Reflectorized Pavement Stripes-**

#### **165.13 White Epoxy Reflectorized Pavement Letters-**

#### **165.14 White Epoxy Reflectorized Pavement Symbols-**

Under these items the contractor shall furnish and apply epoxy reflectorized pavement markings, including glass beads at the locations and in accordance with patterns indicated on the plans or as ordered by the City Engineer. All work shall be in conformance with these specifications and NYS M.U.T.C.D.

The epoxy marking material should be hot-applied by spray methods onto bituminous and Portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following an application of glass beads, the cured epoxy marking shall be an adherent reflectorized stripe.

Sprayed on white and yellow epoxy reflectorized pavement markings and glass beads shall conform New York State D.O.T. Standard Specifications, Section 685, Epoxy Reflectorized Pavement Markings.

### **General**

All pavement markings and patterns shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices 'M.U.T.C.D.'.

On new construction projects, pavement markings and patterns shall be applied within five (5) working days after placement of the final asphaltic top course. Should contractor fail to install pavement markings within the above time frame the City may elect to have the markings installed under the 'Failure to Perform' section of the General Conditions of this contract.

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the City Engineer and his/her authorized representative.

At least five (5) days prior to starting striping, the contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the contractor shall provide all necessary flags, markers, signs, etc. in accordance with the M.U.T.C.D. to maintain and protect traffic, and

to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

The contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the contractor shall establish marking line points at nine-meter intervals throughout the length of the pavement or as directed by the Engineer.

### **Atmospheric Conditions**

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation, the pavement surface temperature shall be minimum of 10°C and the ambient temperature shall be a minimum of 10°C and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

### **Surface Preparation**

The contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application, all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new Portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned in accordance with New York State DOT Standard Specifications Section 635, Cleaning and Preparation of Pavement Surfaces for Pavement Markings. Payment to be included in price bid for items

### **Epoxy Application Equipment**

Mobile application equipment for the placement of epoxy reflectorized pavement markings shall be approved by the City Engineer prior to the start of work.

In general, the mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The application equipment shall be maneuverable to the extent that straight lines can be followed, and normal curves can be made in true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of legends, symbols, crosswalks, and other special patterns.

At any time throughout the duration of the project, the contractor shall provide free access to his epoxy application equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications. The application equipment shall be capable of installing a minimum of 30,000

M. of epoxy reflectorized pavement markings in an eight-hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin components at the reflective glass spheres.
2. Heating equipment of sufficient Capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.
3. Glass bead dispensing equipment and the Capacity of applying the spheres a minimum rate of 2.4 kg/L of epoxy resin composition.
4. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.
5. All necessary spray equipment, mixers, compressors, and other

appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in New York State DOT Standard Specifications subsection 6853.05 Application of Epoxy Reflectorized Pavement Markings.

### **Application of Epoxy Reflectorized Pavement Markings**

Epoxy reflectorized pavement markings shall be placed at the width, thickness, and pattern designated by the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions and pavement surface temperature are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

- I. The pavement surface is air-blasted to remove dirt and residues .
2. The epoxy resin, mixed and heated in accordance with the manufacturer's recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.
3. Reflective glass spheres are injected into, or dropped onto, the liquid epoxy marking at a minimum rate of 2.4 kg/L of epoxy resin.

### **Defective Epoxy Pavement Markings**

Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the contractor and shall be performed to the satisfaction of the Engineer as follows:

- I. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention

**Repair Method** - Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains. Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air. Repair shall be made by re-striping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

**Repair Method** -The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of



Section 635- Cleaning and Preparation of Pavement Surfaces, at the contractor's expense. The extent of

removal shall be the defective area plus any adjacent epoxy pavement marking material extending" one meter in any direction. After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

\*Uncured epoxy shall be defined as applied material that fails to cure 'dry' in accordance with requirements of New York State DOT Standard Specifications subsection 727-03 Material Requirements, A., 2.0 paragraph d. Drying Time 'Field' or applied material that fails to cure 'dry' within a reasonable time period under actual field conditions, as defined by the Engineer.

\*Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the contractor at no additional cost to the City.

### **Measurement and Payment**

Pavement striping will be measured in linear feet along the centerline of the pavement stripe and will be based on a 4" wide stripe. Measurement for striping with a plan width greater or less than the basic 4" as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping '}}{\text{Inches ' x Linear Feet 4}} \text{ Inches}$$

Letters and symbols will be measured by each unit applied. A unit will consist of one letter or one symbol. Example: 'SCHOOL' would be paid as six units. Double and triple headed arrows will be measured as a single unit, the 'X' in railroad grade crossing markings 'M.U.T.C.D. figure 263-33' will be measured by linear feet of 4" stripe.

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in price bid for each item.

No payment will be made for the number of linear feet of skips in the dashed line. Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
165.11	White Epoxy Reflectorized Pavement Stripes-20 mils	Lineal Foot
165.12	Yellow Epoxy Reflectorized Pavement Stripes-20 mils	Lineal Foot
165.13	White Epoxy Reflectorized Pavement Letters-20 mils	Each
165.14	White Epoxy Reflectorized Pavement Symbols-20 mils	Each

**ITEM NOS. 192.0, 193.0 - NEW PRECAST MANHOLE, 4' DIAMETER, DEPTH AS SHOWN ON PLANS AND SPECIFIED WITH INVERTS**

**MATERIAL:** The pre-cast reinforced concrete manhole section shall be 4000 p.s.i., at 28 days with 5% entrained air, ASTM A497. Reinforcing steel shall be ASTM A615 - A497. AASHTO H 20 loading with 30% impact, and 30 p.s.f. soil pressure. A current NYSDOT approved supplier shall manufacture the pre-cast manhole. All joints shall be sealed with butyl rope sealant as per manufacturer instructions.

The unit bid price for manhole complete will include all costs, labor, equipment and materials, etc. necessary to construct manhole, including DROP MANHOLES, as shown on the plans. The drop manholes inside or outside will include the cost of all bends, elbows, fittings pipe, and 4000 p.s.i. concrete encasement, as shown on detailed drawings.

The Contractor shall furnish and install precast manhole structures of the type shown on standard sheets or drawings and as specified herein. The unit bid price for each item will include all costs, material, labor and equipment necessary to install the manhole. Also, the item will include masonry, concrete, reinforcing steel, special pipe fittings, pre-cast units, cast in place units, and all other costs, material, labor, and equipment necessary to install a complete structure. Contractors shall backfill with existing material or use appropriate items as directed by the Engineer. Manholes shall be "Underground Drainage and Sewer Piping". Pre-cast reinforced concrete sections utilized to construct manholes shall be produced in a plant approved by the Engineer. The plant shall be currently approved by NYSDOT for the manufacture of concrete products. The manufacturer shall provide the Engineer with shop drawings certifying that all pre-cast concrete manholes furnished to this project shall conform to the requirements of Contract documents and shall conform to ASTM C-478 except as modified and/or supplemented in this section of the Specifications. Connection of piping shall be done by means of a water tight rubber gasket connection for sanitary sewers (Kor-N-Seal, A-Lok, Z-Lok). Piping connections for storm manholes shall be done with

high-density concrete pavers and mortar and installed in a manner to obtain a watertight seal. All connections shall be parged with mortar inside and outside of the structure

### **PAYMENT LIMITS**

The unit bid price per each structure shall include all excavation, pipe connections, labor, costs, materials and equipment to install the structure complete.

- 1) The pre-cast catch-basin or manhole shall be paid per each unit for all structures as shown on the plans and specified dimensional details.

So that there will be no misunderstanding as to payment for all pre-cast structures: All structures will be paid for at a unit cost per each to include all materials, labor, excavation, pipe connections, equipment, etc. to install the structure complete in place.

Unit cost for each structure should be bid appropriately based on dimensions and details as shown on the plans and specifications.

### **ITEM NO. 199.0 - 2X2 PRECAST DRAINAGE INLET, 2 FT X 2 FT SQUARE INSIDE DIMENSION, DEPTH AND DETAILS AS SHOWN ON THE PLANS**

#### **MATERIAL**

The pre-cast reinforced concrete drainage inlet section shall be 4000 p.s.i. at 28 days with 5% entrained air, ASTM A497. Reinforcing steel shall be ASTM A615 - A497. AASHTO H 20 loading with 30% impact and 30 p.s.f. soil pressure. A current NYSDOT approved supplier shall manufacture the pre-cast structure. All joints shall be sealed with butyl rope sealant as per manufacturer instructions.

Drainage Inlet structure shall be 2' x 2' inside standard pre-cast, with 6" base.

The unit bid price for drainage inlets will include all costs, labor, equipment and materials, etc., necessary to construct all drainage inlets.

The Contractor shall furnish and install Drainage Inlets of the type shown on standard sheets or drawings and as specified herein. The unit bid price for each item will include all costs, material, labor and equipment necessary to install the drainage inlet. Also, the item will include masonry, concrete, reinforcing steel, pre-cast units, cast in place units, and all other costs, material, labor, and equipment necessary to install a complete structure. Contractors will backfill with existing material or use appropriate items as directed by the Engineer. Pre-cast reinforced concrete sections utilized to construct drainage inlets shall be produced in a plant approved by the Engineer. The plant shall be currently approved by NYSDOT for the manufacture of concrete products. The manufacturer shall provide the Engineer with shop drawings certifying that all pre-cast concrete drainage inlet sections furnished to this Project shall conform to the requirements of Contract documents, and shall conform to ASTM C-478 except as modified and/or supplemented in this section of the Specifications. Piping connections for drainage inlets shall be done with high-density concrete pavers and mortar and installed in a manner to obtain a watertight seal. All connections shall be parged with mortar inside and outside of the structure.

## PAYMENT

The unit bid price per each structure shall include pre-cast structure, setting the city supplied casting and cover, all excavation, pipe connections, labor costs, materials and equipment to install the structure complete. Bid price per each structure shall include installation of structure.

The unit bid price per each structure shall include all excavation, pipe connections, labor, costs, materials and equipment to install the structure complete.

- 1) The pre-cast catch-basin or manhole shall be paid per each unit for all structures as shown on the plans and specified dimensional details.

So that there will be no misunderstanding as to payment for all pre-cast structures: All structures will be paid for at a unit cost per each to include all materials, labor, excavation, pipe connections, equipment, etc. to install the structure complete in place.

Unit cost for each structure should be bid appropriately based on dimensions and details as shown on the plans and specifications.

## **ITEM NOS. 202.0, 202.1, 202.2, 202.3, 202.4, 202.5, 202.6 - FERNCO COUPLING.**

### GENERAL

This item will be paid when it is necessary to repair an existing sanitary or storm sewer main only. This item will not be paid when using Fernco's to connect new sanitary laterals to existing.

### MATERIAL

The Fernco specified by the E.I.C. shall be of the appropriate type to complete the job. (P.V.C. to tile, P.V.C. to C.I., P.V.C. to concrete or P.V.C. to P.V.C.) Including all stainless-steel straps necessary to firmly secure all connections.

### PAYMENT

The unit bid price per each Fernco shall be paid complete and in place including all costs, labor, materials, and equipment to complete the job as specified by the Engineer in charge. The unit bid price shall be paid per each Fernco according to pipe diameter regardless of pipe material.

## **ITEM NO. 212-FIELD CHANGE PAYMENT**

The Field Change Payment provides a contract contingency allowance for the timely payment of authorized extra work that was completed to fulfill the intent of the contract documents.

### BASIS OF PAYMENT-

The work to be paid under the Field Change Payment item must receive prior authorization in conformance with changes, contingences, extra work and deductions.

Disputed work, force account work or payments for time related provisions are not eligible for Field Change Payment.

Field Change Payment item payments will be determined from the quantities and the unit prices of eligible work that have been completed. Work for which Field Change Payment item payments are processed will be paid in accordance with the specifications governing the work.

Prior to processing the final agreement, the Field Change Payment item payments will be reconciled through an Order-on Contract, such that the amount of Field Change Payment item is converted to the corresponding quantities of the pertinent contract pay items. When the amount of Field Change Payment item payments is transferred to the appropriate items, the remaining amount of Field Change Payment funds will be deleted.

#### **ITEM NO. 234 - MOBILIZATION**

##### **DESCRIPTION**

Under this work the Contractor shall provide all required bonds, insurance, and pre-financing and shall set up any necessary general plant, including shops, storage area, office and such sanitary and other facilities as required by local or state regulation. It shall include all costs including labor and equipment to move and relocate all equipment necessary to complete the work throughout the city.

##### **MATERIALS**

Such materials as required for mobilization and that are not to be part of the completed contract shall be as determined by the Contractor, except that they shall conform to any local or State law, regulation or code.

##### **CONSTRUCTION DETAILS**

The work required to provide the above facilities and service for mobilization shall be done in a safe workmanlike manner and shall conform with any pertinent local, or State law, regulation or code. Good housekeeping consistent with safety shall be maintained.

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

Payment for mobilization shall be made by two equal payments based upon completion of TEN (10%) and THIRTY (30%) of the work. Each payment will represent FIFTY (50%) of the lump sum bid.

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

The amount bid for mobilization shall not exceed FOUR percent (4%) the total contract bid price excluding the bid price for mobilization. Should the bidder exceed the foregoing FOUR percent (4%), the Department will make the necessary adjustments to determine the total amount bid based on the arithmetically correct proposal. The amount bid shall include the furnishing and maintaining of services and facilities noted under Item 234 DESCRIPTION, to the extent and at the time the Contractor deems necessary

for his operations, consistent with the requirements of this work and the respective contract.

The amount bid shall be payable to the Contractor whenever he shall have completed TEN percent (10%) and Thirty (30%) of the contract work. For purposes of this item, 10% and 30% of the work shall be considered completed when the total payments earned as reflected by the estimates of the work done, as per payment section of BID DOCUMENTS. Payment of Estimates, not including the amount bid for this work, shall exceed 10% and 30% of the total amount of the Contractor's bid for this contract.

## **SECTION 500**

### **NYSDOL PREVAILING WAGE RATES**

The last section of this Contract document is prevailing wage rate schedule for applicable work in this Contract. The wage rate and supplements to be paid to laborers, workers, or mechanics on public work must not be less than the prevailing wages and supplements for the same occupation in the locality of the work.

All Contractors and Subcontractors will be required to submit certified weekly wage rate reports and statement of compliance prior to or along with payment request.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Rome

Patrick Surace, Engineer II  
198 North Washington St  
Rome NY 13440

Schedule Year 2024 through 2025  
Date Requested 03/31/2025  
PRC# 2025003817

Location City of Rome, NY  
Project ID# RFB-2025-005  
Project Type Cold milling and asphalt resurfacing of several city streets with associated road work.

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

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

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240





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

### **Introduction**

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

### **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

### **Hours**

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

### **Wages and Supplements**

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

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

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

### **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Rome

Patrick Surace, Engineer II  
198 North Washington St  
Rome NY 13440

Schedule Year 2024 through 2025  
Date Requested 03/31/2025  
PRC# 2025003817

Location City of Rome, NY  
Project ID# RFB-2025-005  
Project Type Cold milling and asphalt resurfacing of several city streets with associated road work.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



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

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

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

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

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

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

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

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

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



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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)





# Attention Employees

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

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

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

Chapter 629 of  
the Labor Laws  
of 2007:

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



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

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

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

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

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



## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)



## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Oneida County General Construction

<b>Boilermaker</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Boilermaker

**DISTRICT 7**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2024

Boilermaker \$ 37.98

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 26.62\*  
+ 1.48

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

\$ 19.78*	\$ 19.78*	\$ 20.76*	\$ 21.73*	\$ 22.71*	\$ 23.69*	\$24.67*	\$ 25.64*
+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48

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

7-175

<b>Carpenter - Building</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

**WAGES**

Per hour:	07/01/2024	07/01/2025
		Additional
Carpenter	\$ 30.85	\$ 1.30*
Floor Coverer	30.85	1.30*
Carpet Layer	30.85	1.30*
Drywall	30.85	1.30*
Diver - Wet Day	61.25	0.00
Diver - Dry Day	31.85	1.30*
Dive Tender	31.85	1.30*

\*To be allocated at a later date.

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyworker's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

0' to 80' no additional fee  
81' to 100' additional \$0.50 per foot  
101' to 150' additional \$0.75 per foot  
151' and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

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

- Diver rates applies to all hours worked on dive day.

### SHIFT WORK

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

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

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 21.69

### OVERTIME PAY

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

### HOLIDAY

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

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

### REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.60	\$ 12.61	\$ 15.21	\$ 15.21
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NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

6-277B-Cay

## Carpenter - Building / Heavy&Highway

03/01/2025

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

**DISTRICT** 2

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

### WAGES

Wages per hour: 07/01/2024

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface

\$ 36.48

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

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

## OVERTIME PAY

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

## HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

## REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

## Carpenter - Heavy&Highway

03/01/2025

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 2

## ENTIRE COUNTIES

Chenango, Herkimer, Madison, Oneida, Otsego

## WAGES

Per hour 07/01/2024

Carpenter	\$ 42.28
Piledriver	42.28
Diver-Wet Day	67.28
Diver-Dry Day	43.28
Diver-Tender	43.28

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

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

## ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

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

## SHIFT WORK

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

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

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

## REGISTERED APPRENTICES

### CAPRENTER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74	\$ 22.29
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### PILEDRIWER/DOCKBUILDER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74
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## NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-CHMOO

## Electrician

03/01/2025

## JOB DESCRIPTION Electrician

DISTRICT 6

## ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

## PARTIAL COUNTIES

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

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

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton.

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

## WAGES

Per hour:	07/01/2024	06/01/2025	06/01/2026
		Additional	Additional
Electrician	\$ 47.00	\$ 5.00*	\$ 5.25*
Teledata	47.00		
Cable Splicer	51.70		

\* To be allocated at a later date.

NOTE: Additional premiums for the following work listed (Amounts subject to premiums):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.

- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%).
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.

5) Work of a new construction nature may not be worked under these conditions.

### SHIFT WORK

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

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 31.92 plus

Journeyworker

3% of hourly  
wage paid\*

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

### OVERTIME PAY

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

\* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

### REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyworker's wage.

1st period 40% (0-1000 hrs.)	\$ 18.80
2nd period 45% (1001-2000)	21.15
3rd period 50% (2001-3500)	23.50
4th period 60% (3501-5000)	28.20
5th period 70% (5001-6500)	32.90
6th Period 80% (6501-8000)	37.60

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.34*
2nd period	14.34*
3rd period	28.92*
4th period	29.52*
5th period	30.12*
6th period	30.72*

\* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

## Elevator Constructor

03/01/2025

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 6

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

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

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

### WAGES

Per hour:	07/01/2024	01/01/2025	01/01/2026
Elevator Constructor	\$ 56.01	\$ 58.455	\$ 61.003
Helper	39.21	40.92	42.70

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 37.885*	\$ 38.435*	\$ 38.985*
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\*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

#### Elevator Constructor

03/01/2025

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

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

#### WAGES

Per hour

07/01/2024

01/01/2025

Mechanic

\$ 55.32

\$ 57.73

Helper

70% of Mechanic  
Wage Rate

70% of Mechanic  
Wage Rate

#### SUPPLEMENTAL BENEFITS

Per hour

07/01/2024

01/01/2025

Journeyworker/Helper

\$ 37.885\*

\$ 38.435\*

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

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits - per hour worked:



Same as Journeyperson/Helper

1-35

<b>Glazier</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Glazier

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2024

Glazier \$ 28.00

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeymen \$ 26.69

**OVERTIME PAY**

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

\*Note - Or circumstances beyond the control of the employer.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1000 hour terms:

Appr. 1st term	\$18.00
Appr. 2nd term	19.00
Appr. 3rd term	20.00
Appr. 4th term	21.00
Appr. 5th term	22.00
Appr. 6th term	23.00
Appr. 7th term	24.00
Appr. 8th term	25.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.87
Appr. 2nd term	12.87
Appr. 3rd term	18.87
Appr. 4th term	18.87
Appr. 5th term	19.87
Appr. 6th term	19.87
Appr. 7th term	20.87
Appr. 8th term	20.87

5-677.Z-2

<b>Insulator - Heat &amp; Frost</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 7**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2024

Asbestos Installer \$ 41.50  
Insulation Installer 41.50  
(On mechanical systems only)

**SHIFT WORK**

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 41.50
2nd Shift	47.72

3rd Shift 49.80

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.09

### OVERTIME PAY

See (\*B1, \*\*K, P) on OVERTIME PAGE

\*NOTE: First 10 hours on Saturday.

\*\*NOTE: Holidays that fall on Sunday are subject to double time.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2\*,4,6,28) on HOLIDAY PAGE

\*Triple time for Labor Day if worked.

### REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st 60%	2nd 70%	3rd 80%	4th 90%
\$ 24.90	\$ 29.05	\$ 33.20	\$ 37.35

SUPPLEMENTAL BENEFITS per hour:

\$ 22.59	\$ 22.59	\$ 25.09	\$ 25.09
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7-30-Syracuse

### Ironworker

03/01/2025

### JOB DESCRIPTION Ironworker

### DISTRICT 7

### ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

### PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and the Village of Cooperstown.

### WAGES

Per hour:	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Structural/Reinforcing	\$ 33.50	\$ 2.63*	\$ 2.74*
Mach. Mover/Ornamental	33.50	2.63*	2.74*
Stone Derrickman	33.50	2.63*	2.74*
Chain Link Fence	33.50	2.63*	2.74*
Sheeter Ironworker	33.50	2.63*	2.74*
Pre-Engineered Building	33.50	2.63*	2.74*
Window Erector	33.50	2.63*	2.74*
Precast Erector	33.50	2.63*	2.74*
Welder	33.50	2.63*	2.74*

\*To be allocated at a later date.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.28

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed the previous Friday.

### REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 13.69
1501-3000hrs	22.06
3001-4500hrs	23.26
4501-6000hrs	24.45

7-440

<b>Laborer - Building</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Hamilton, Herkimer, Madison, Oneida

**PARTIAL COUNTIES**

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

**WAGES**

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour: 07/01/2024

Building Laborer:

Group # 1	\$ 32.64
Group # 2	32.79
Group # 3	33.04
Group # 4	33.14
Group # 5	34.14
Group # 6	34.14

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2024

All groups \$ 27.30

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

07/01/2024

Apprentices \$ 27.30

1-190z2B

<b>Laborer - Heavy&amp;Highway</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Hamilton, Herkimer, Madison, Oneida

## PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

## WAGES

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

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

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

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

Per hour: 07/01/2024

Heavy/Highway Laborer:

GROUP # A	\$ 40.65
GROUP # B	40.85
GROUP # C	41.05
GROUP # D	41.25
GROUP # E	43.15

## SHIFT WORK

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

## SUPPLEMENTAL BENEFITS

Per hour: \$ 28.69

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

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

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

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 28.69

1-190z2H/H

## Laborer - Tunnel

03/01/2025

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 1

## ENTIRE COUNTIES

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

## WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

07/01/2024

Class 1	\$ 47.20
Class 2	49.20
Class 4	51.45
Class 5	43.45

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 29.15

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

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

1-190/157T

**Lineman Electrician**

**03/01/2025**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

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

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

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90

Welder, Cable Splicer	58.90
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Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

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

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23

Group B:

Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:

Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

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

**SHIFT WORK**

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 %

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A \$ 30.90  
\*plus 7% of  
the hourly  
wage paid

Group B \$ 26.90  
\*plus 7% of  
the hourly  
wage paid

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

#### OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

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

6-1249a

#### Lineman Electrician - Teledata

03/01/2025

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

Per hour:

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

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

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

### SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

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

### SUPPLEMENTAL BENEFITS

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

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

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting

03/01/2025

### JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

### ENTIRE COUNTIES

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

### WAGES

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2024
Group A:	
Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:	
Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43



Flagman 30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

### SHIFT WORK

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%

### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A \$ 30.90  
\*plus 7% of  
the hourly  
wage paid

Group B \$ 26.90  
\*plus 7% of  
the hourly  
wage paid

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

### OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

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

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

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

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

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

6-1249a-LT

## Lineman Electrician - Tree Trimmer

03/01/2025

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

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

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

\*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

\* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

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

6-1249TT

### Mason - Building

03/01/2025

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

#### ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

#### PARTIAL COUNTIES

Madison: Entire County except the Townships of Sullivan & Cazenovia

#### WAGES

Per hour 07/01/2024

Tile/Marble/Terrazzo

Setter	\$ 35.85
Finisher	28.52

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setters	\$ 20.01
Journeyman Finishers	19.30

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:	
1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finsher;	
1st term 500 HOURS	70%
2ND term 1000 HOURS	80%
3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:	
1st & 2nd Term	\$ 12.41
3rd & 4th Term	16.21
5th Term	18.11
6th Term	20.01

Finishers:	
1st & 2nd Term	\$ 11.76
All others	15.53

12-2TS.2

**Mason - Building**

**03/01/2025**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Herkimer, Oneida

**PARTIAL COUNTIES**

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin

Madison: Entire County except the Townships of Sullivan and Cazenovia

**WAGES**

Per hour 07/01/2024

Bricklayer/Blocker	\$ 39.24
Cement Mason(Bldg)	39.24
Plasterer/Fireproofing*	39.24
Stone Mason	39.24
Concrete Cutter	39.24
Pointer/Caulker/Cleaner	39.24

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(\*)Fireproofers on Structural only.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 21.63

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

750 hour terms at the following percentage of Journey's wage

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

Supplemental Benefits per hour worked:

All Terms \$21.63

12-2b.2

### Mason - Heavy&Highway

03/01/2025

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

#### ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

#### PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 12-2h/h on.

#### WAGES

Per hour

07/01/2024

Mason &  
Bricklayer

\$ 42.26

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 22.43

#### OVERTIME PAY

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

#### HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 13.68

All Other 22.43

12-2hh.1

### Millwright

03/01/2025

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:

07/01/2024

07/01/2025

Millwright - Power Generation

\$ 45.00

Additional  
\$2.50\*

\* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.

- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 27.95\*

\*NOTE: Subject to OT premium

### OVERTIME PAY

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

### HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

### REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

### Millwright

03/01/2025

**JOB DESCRIPTION** Millwright

**DISTRICT** 2

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

### WAGES

Per hour:	07/01/2024	07/01/2025
		Additional
Building	\$ 36.32	\$ 3.00*
Heavy & Highway	39.82	3.00*

\*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.59

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

## REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.89
2nd term	22.19
3rd term	23.65
4th term	25.13

2-1163.2

## Operating Engineer - Building

03/01/2025

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 6

## ENTIRE COUNTIES

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

## WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1\*: All Cranes (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane\*\*, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks 5 ton and under, Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Guniting Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

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

Per hour: Building	07/01/2024	07/01/2025
Class A1*	\$ 47.62	\$ 49.61
Class A	46.12	48.11
Class B	44.00	45.99
Class C	39.78	41.77

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(\*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate  
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50  
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00  
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00  
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00  
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00  
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00  
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(\*\*) Tower Cranes - A1 rate plus \$2.50 (no tonnage premiums apply)

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 31.02	\$ 32.12
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

1st year	60%
2nd year	65%
3rd year	70%
4th year	80%

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour:

07/01/2024	07/01/2025
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All Terms: \$ 30.95 \$ 32.05

6-158-545b.s

**Operating Engineer - Heavy&Highway**

**03/01/2025**

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

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

**NOTE:**

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

**CLASS A1\*:** All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self erecting)\*\*, Truck Crane).

**CLASS A:** Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated);Blacktop Roller; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

**CLASS B:** Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

**CLASS C:** "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors\*\*\*; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors\*\*\*; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators\*\*\*; Grout Pump; Gunit Machine; Hammers (hydraulic self-propelled); Heaters\*\*\*; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants\*\*\*; Mulching Machine; Oilier; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps\*\*\*; Revinus Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar, including all attachments); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines\*\*\*; Well Point.

\*\*\*CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: H/H	07/01/2024	07/01/2025
CLASS A1*	\$ 56.51	\$ 58.85
CLASS A	53.51	55.85
CLASS B	52.63	54.97
CLASS C	49.35	51.69

**(\*) TONNAGE PREMIUMS:**

All cranes up to 64 ton capacity - A1 rate

All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50

All cranes 111 ton to 199 ton capacity- A1 rate plus \$ 2.00

All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00



All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00  
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00  
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00  
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(\*\*) Tower Cranes - A1 rate plus \$3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus \$ 5.00  
- Cranes with external ballast (Tray or Wagon) - A1 rate plus \$ 5.00

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

#### SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	07/01/2025
Journeyworker	\$ 32.45	\$ 33.55

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

#### REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

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

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

### Operating Engineer - Survey Crew

03/01/2025

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

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

#### WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54

Rod Person 34.55  
Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

#### OVERTIME PAY

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

#### Operating Engineer - Survey Crew - Consulting Engineer

03/01/2025

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

**DISTRICT** 12

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

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

#### WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work.

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

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

#### OVERTIME PAY

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

\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

## HOLIDAY

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

## REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

## Operating Engineer - Tunnel

03/01/2025

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT** 7

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

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

### WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

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

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

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

#### CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

#### SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.05	\$ 25.90
	+ 9.85*	+ 10.10*

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

#### OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

#### REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

#### Painter

03/01/2025

**JOB DESCRIPTION** Painter

**DISTRICT** 6

#### ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

#### PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

#### WAGES

Per hour:	07/01/2024
Basic Rate (Brush & Roll)	\$ 27.27
Sign Painting	27.27
Lead Based Paint Abatement	27.27
Drywall Taper/ Finisher	28.02
Wallcovering	28.02
Drywall Machine Operator	28.52
Spray	27.77

Parking Lot, Hwy Striping	27.77
Epoxy (Brush-Roller)	27.77
Epoxy (Spray)	27.77
Sandblasting (Operator)	27.77
Boatswain Chair	27.77
Swing Scaffold	27.77
Structural Steel	27.77
(except bridges,tanks,tunnel)	
Coal Tar epoxy	28.77
Asbestos Encapsulation	29.47

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

### SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.53

### OVERTIME PAY

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

\* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

### REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Dr ywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Dr ywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-31

Painter	03/01/2025
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### JOB DESCRIPTION Painter

### DISTRICT 3

### ENTIRE COUNTIES

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

### WAGES

Per hour:	07/01/2024	05/01/2025	05/01/2026
		Additional	Additional
Bridge	\$ 43.81	\$ 2.50	\$ 2.50
Tunnel	43.81		
Tank*	41.81		

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

## SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

## SUPPLEMENTAL BENEFITS

Per hour:

\$ 31.39

## OVERTIME PAY

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

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

## Painter - Metal Polisher

03/01/2025

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT** 8

## ENTIRE COUNTIES

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

## WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

\*Note: Applies on New Construction & complete renovation

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

## SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

## OVERTIME PAY

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

## HOLIDAY

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

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

## REGISTERED APPRENTICES

Wages per hour:

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

07/01/2024

1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06

2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

## Plumber

03/01/2025

### JOB DESCRIPTION Plumber

### DISTRICT 7

#### ENTIRE COUNTIES

Herkimer, Oneida

#### PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

#### WAGES

Per hour:	07/01/2024	05/01/2025	05/01/2026
		Additional	Additional
Plumber	\$ 43.65	\$ 3.35*	\$ 3.45*
Steamfitter	43.65	3.35*	3.45*

\*To be allocated at a later date

#### SHIFT WORK

Agency-mandated shift operations:

- Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
- Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
- 3 consecutive work days or more:
  - First Shift - Regular hourly rate.
  - Second Shift - Regular hourly rate plus 12%.
  - Third Shift - Regular hourly rate plus 18%.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 14.90
	+ 17.85**

\*\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

#### OVERTIME PAY

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

\*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

#### REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyworker's wage.

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

**SUPPLEMENTAL BENEFITS** per hour:

1st Term:                      \$ 14.90  
   + 8.35\*\*

All others:                      \$ 14.90  
   + 13.39\*\*

\*\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

**Roofer**

**03/01/2025**

**JOB DESCRIPTION** Roofer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:    07/01/2024

Roofer, Waterproofer    \$ 34.25

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:

Green Roofing\*\*    \$ 0.25

Pitch Removal & Appl.    1.50

Asbestos Abatement    1.50

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

**SHIFT WORK**

WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF \$4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker    \$ 25.85

Additional contribution    0.75

on any Asbestos Abatement work

**OVERTIME PAY**

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

\*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

**HOLIDAY**

Paid:    See (1) on HOLIDAY PAGE

Overtime:    See (5, 6) on HOLIDAY PAGE

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)    65%

2nd term (1000 to 1999)    70%

3rd term (2000 to 2999)    75%

4th term (3000 to 3999)    85%

Additional per hour:

Green Roofing\*\*    \$ 0.25

Pitch Removal & Appl.    1.50

Asbestos Abatement    1.50

SUPPLEMENTAL BENEFITS per hour:

1st term    \$ 19.48

2nd term    21.40



3rd term	24.85
4th term	25.85

Additional contribution on any Asbestos Abatement work	\$ 0.75
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6-195

## Sheetmetal Worker

03/01/2025

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2024

Sheetmetal Worker:

\*\* (under \$10 million) \$ 35.25

\*\* (over \$10 million) \$ 36.25

\*\*For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 22.85
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### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

### REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
\$13.53	\$14.60	\$15.66	\$17.77	\$18.84

6-58

## Sprinkler Fitter

03/01/2025

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

### ENTIRE COUNTIES

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

### WAGES

Per hour 07/01/2024

Sprinkler Fitter	\$ 42.00
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### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.82
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### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

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

## REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15

1-669

<b>Teamster - Building</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Teamster - Building

**DISTRICT 1**

### ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

### PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

### WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers,  
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site  
(including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2024	07/01/2025
Group A	\$ 31.44	\$ 34.65
Group B	31.74	34.95

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.58	\$ 29.56
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### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

1-294z2

<b>Teamster - Heavy&amp;Highway</b>	<b>03/01/2025</b>
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**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 1**

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

## WAGES

### GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

### GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

### GROUP #3:

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

### GROUP #4:

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

### GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour 07/01/2024

Group #1	\$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

## SHIFT WORK

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

## SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.97  
+\$1.00 per\*  
hour worked

(\*) not applicable to paid holidays

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

1-294h/h

## Welder

03/01/2025

## 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 07/01/2024

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

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

## OVERTIME PAY

## HOLIDAY

1-As Per Trade

## Overtime Codes

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

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

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( B3 ) Time and one half of the hourly rate after 40 straight hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays

- ( S ) Two and one half times the hourly rate for Holidays
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work**  
**State Office Building Campus**  
**Building 12 - Room 130**  
**Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p>  <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5).</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> 01 DOT</td><td><input type="checkbox"/> 07 City</td></tr><tr><td><input type="checkbox"/> 02 OGS</td><td><input type="checkbox"/> 08 Local School District</td></tr><tr><td><input type="checkbox"/> 03 Dormitory Authority</td><td><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td></tr><tr><td><input type="checkbox"/> 04 State University Construction Fund</td><td><input type="checkbox"/> 10 Village</td></tr><tr><td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td><td><input type="checkbox"/> 11 Town</td></tr><tr><td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td><td><input type="checkbox"/> 12 County</td></tr><tr><td></td><td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td></tr></table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
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	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)														
<p>3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:</p>  <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 5px; margin-top: 10px;"><div style="width: 60%;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____</div><div style="width: 35%; text-align: center;">OFFICE USE ONLY</div></div>														

**B. PROJECT PARTICULARS**

<p>5. <u>Project Title</u> _____</p> <p><u>Description of Work</u> _____</p> <p>_____</p> <p><u>Contract Identification Number</u> _____</p> <p><u>Note: For NYS units, the OSC Contract No.</u> _____</p>	<p>6. Location of Project: Location on Site _____</p> <p>Route No/Street Address _____</p> <p>Village or City _____</p> <p>Town _____</p> <p>County _____</p>																						
<p>7. Nature of Project - Check One:</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> 1. New Building</td></tr><tr><td><input type="checkbox"/> 2. Addition to Existing Structure</td></tr><tr><td><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</td></tr><tr><td><input type="checkbox"/> 4. New Sewer or Waterline</td></tr><tr><td><input type="checkbox"/> 5. Other New Construction (Explain)</td></tr><tr><td><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</td></tr><tr><td><input type="checkbox"/> 7. Demolition</td></tr><tr><td><input type="checkbox"/> 8. Building Service Contract</td></tr></table>	<input type="checkbox"/> 1. New Building	<input type="checkbox"/> 2. Addition to Existing Structure	<input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)	<input type="checkbox"/> 4. New Sewer or Waterline	<input type="checkbox"/> 5. Other New Construction (Explain)	<input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration	<input type="checkbox"/> 7. Demolition	<input type="checkbox"/> 8. Building Service Contract	<p>8. OCCUPATION FOR PROJECT :</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td><td><input type="checkbox"/> Fuel Delivery</td></tr><tr><td><input type="checkbox"/> Tunnel</td><td><input type="checkbox"/> Guards, Watchmen</td></tr><tr><td><input type="checkbox"/> Residential</td><td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td></tr><tr><td><input type="checkbox"/> Landscape Maintenance</td><td><input type="checkbox"/> Moving furniture and equipment</td></tr><tr><td><input type="checkbox"/> Elevator maintenance</td><td><input type="checkbox"/> Trash and refuse removal</td></tr><tr><td><input type="checkbox"/> Exterminators, Fumigators</td><td><input type="checkbox"/> Window cleaners</td></tr><tr><td><input type="checkbox"/> Fire Safety Director, NYC Only</td><td><input type="checkbox"/> Other (Describe)</td></tr></table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery	<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen	<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators	<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal	<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners	<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)
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9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

**Signature**







NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL= New York State Department of Labor; NYC= New York City Comptroller's Office; AG= New York State Attorney General's Office; DA= County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**



**NYSDOL Bureau of Public Work Debarment List     03/28/2025**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

**NYSDOL Bureau of Public Work Debarment List     03/28/2025**

**Article 8**

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

**NYSDOL Bureau of Public Work Debarment List     03/28/2025**

**Article 8**

DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

**NYSDOL Bureau of Public Work Debarment List     03/28/2025**

**Article 8**

DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLETOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029

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DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****4772	RWLOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029



**NYSDOL Bureau of Public Work Debarment List     03/28/2025**

**Article 8**

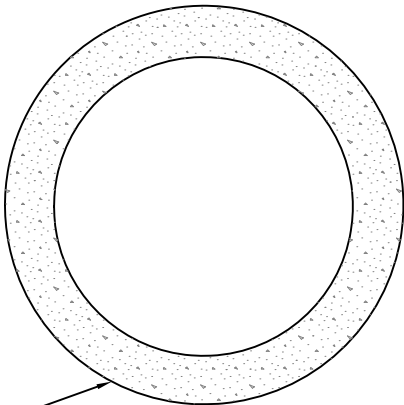
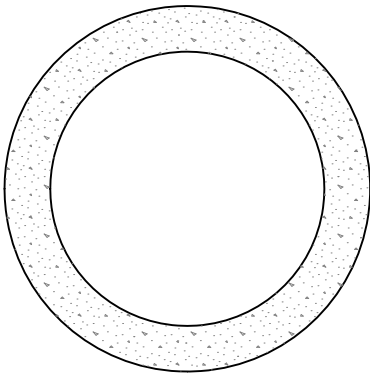
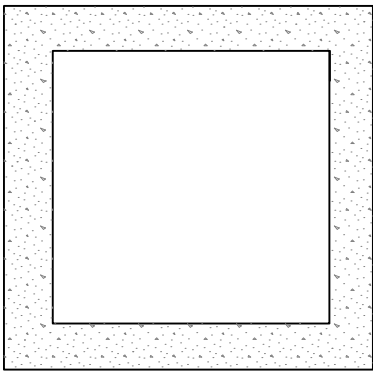
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

# PRECAST CONCRETE ADJUSTMENT RINGS

24" SQUARE

24" ROUND

30" ROUND

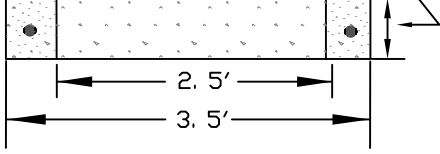
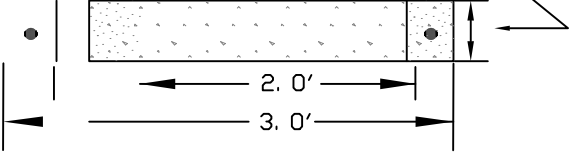
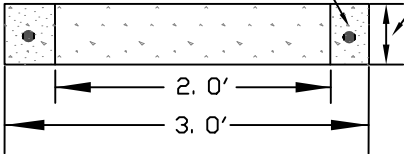


4000 PSI CONCRETE

#4 BAR (TYP.)

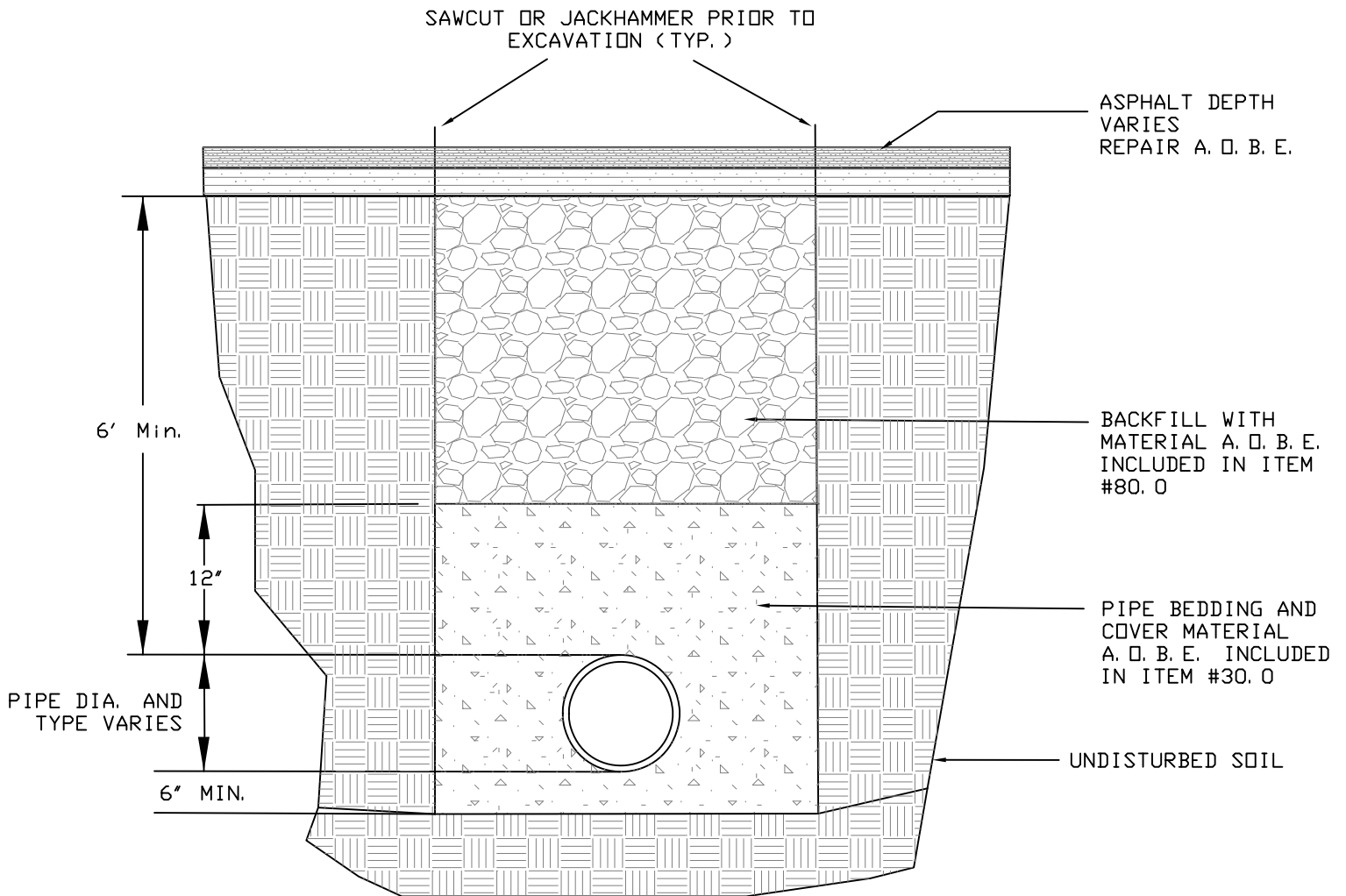
2", 4" OR 6"

3", 4" OR 6"



# TRENCH AND BACKFILL

## ITEM #15.0

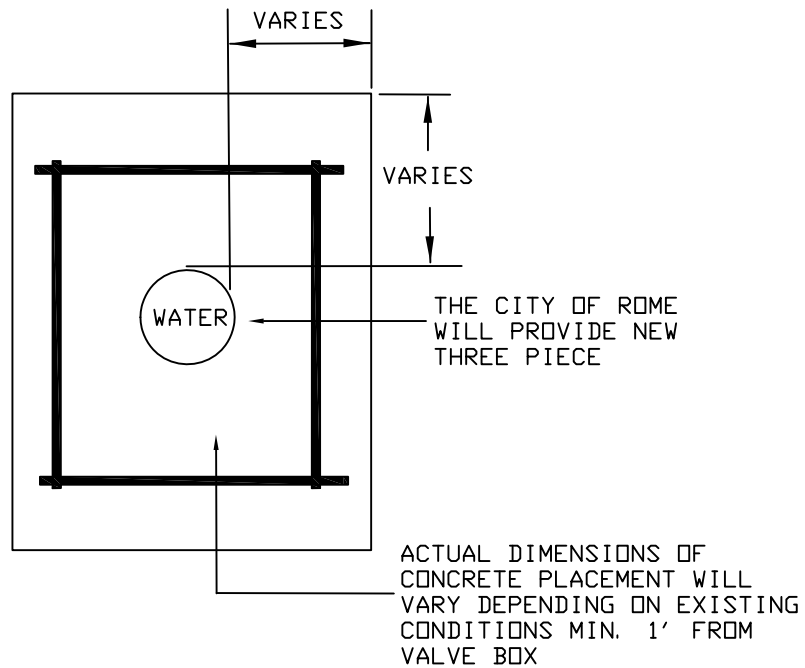


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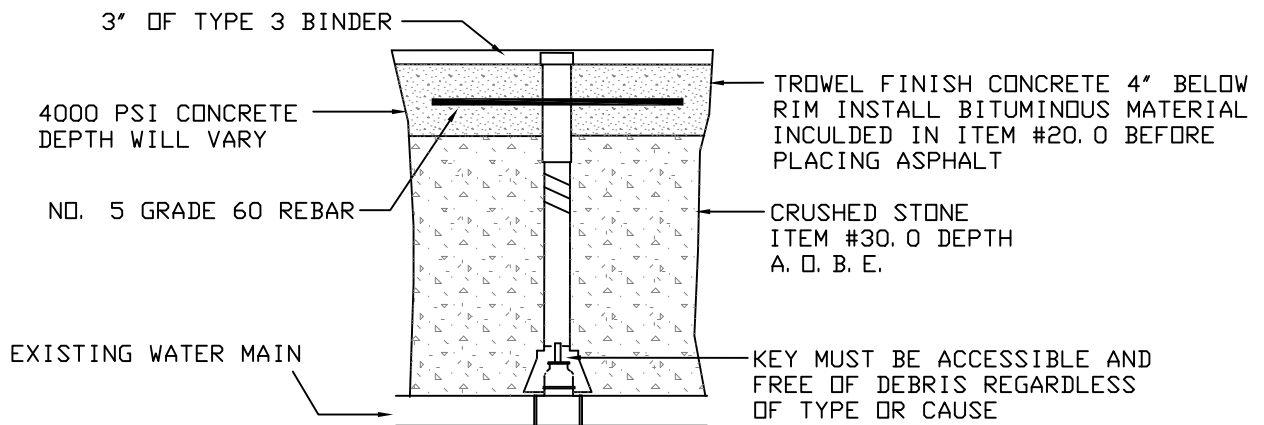
# NEW VALVE BOX THREE PIECE SCREW TYPE

## ITEM #20.0

PLAN



PROFILE

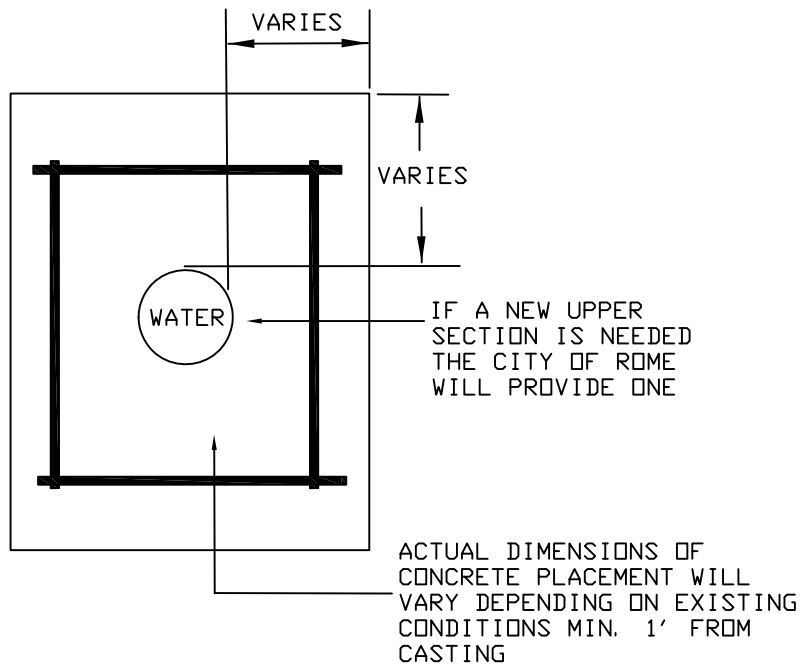


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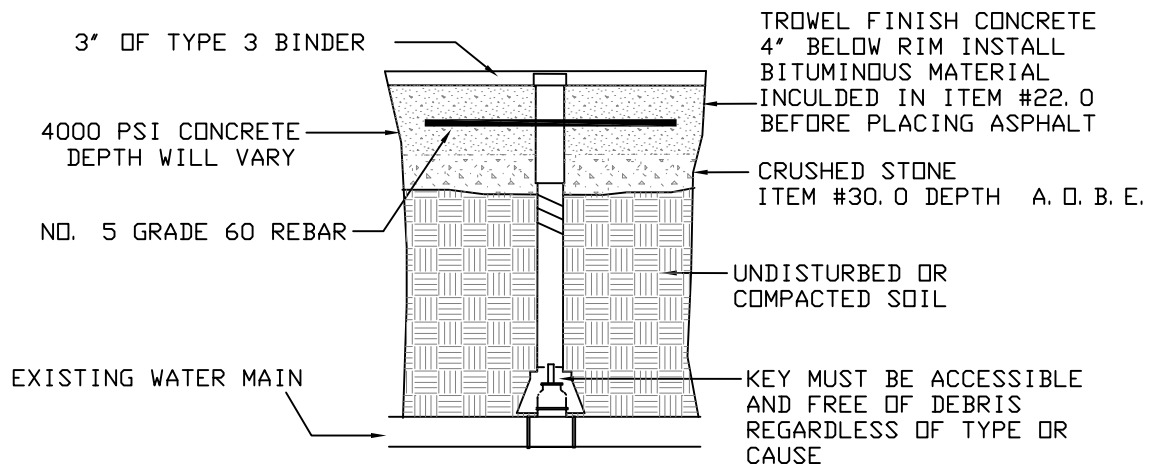
# RESET VALVE BOX UPPER SECTION

## ITEM #22.0

PLAN



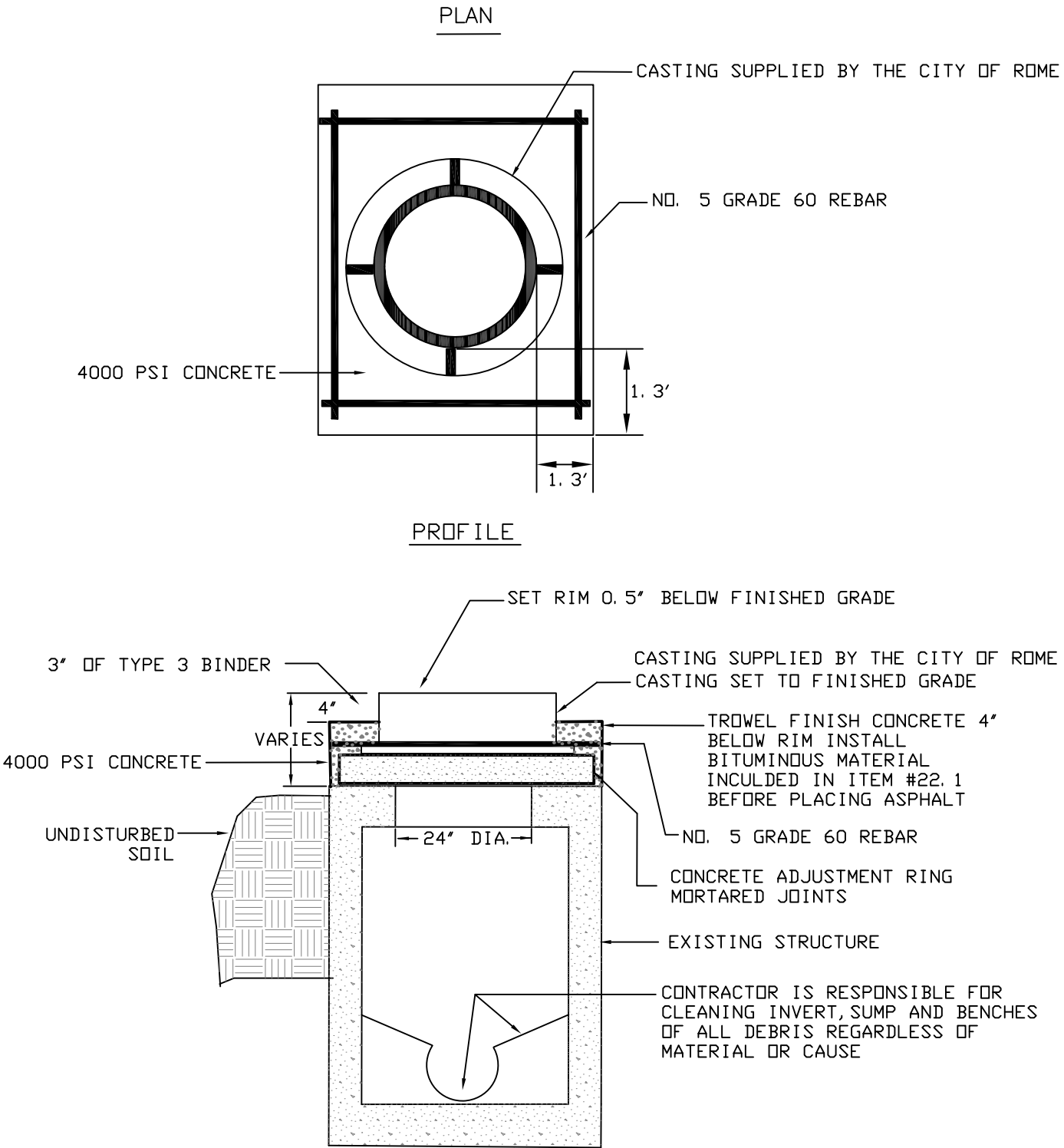
PROFILE



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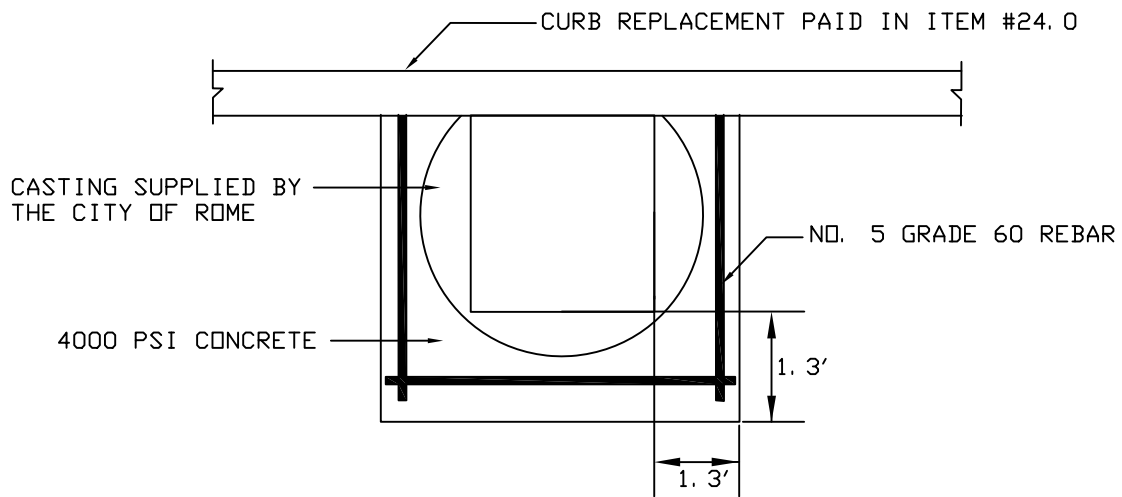
# RESET MANHOLE WITH PRECAST GRADE RINGS

## ITEM #22.1

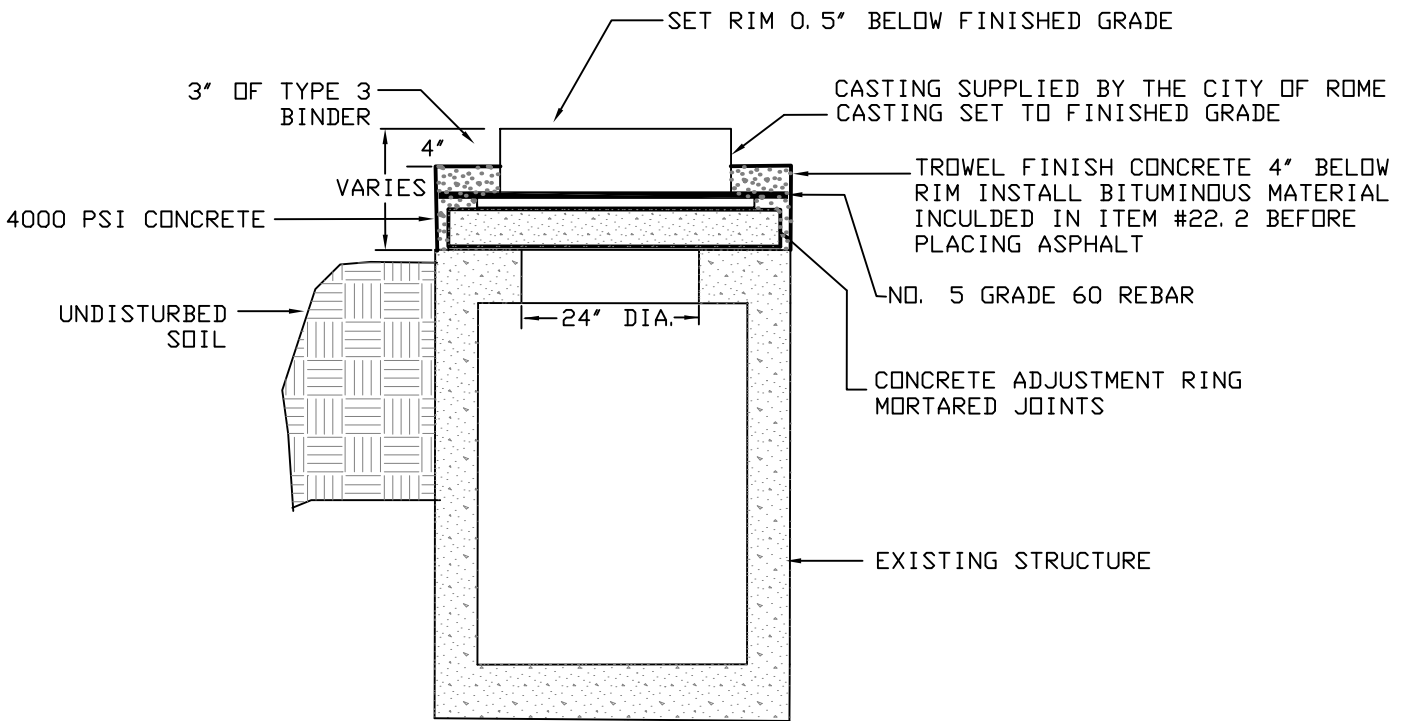


# RESET DRAINAGE INLET WITH PRECAST GRADE RINGS ITEM #22.2

PLAN

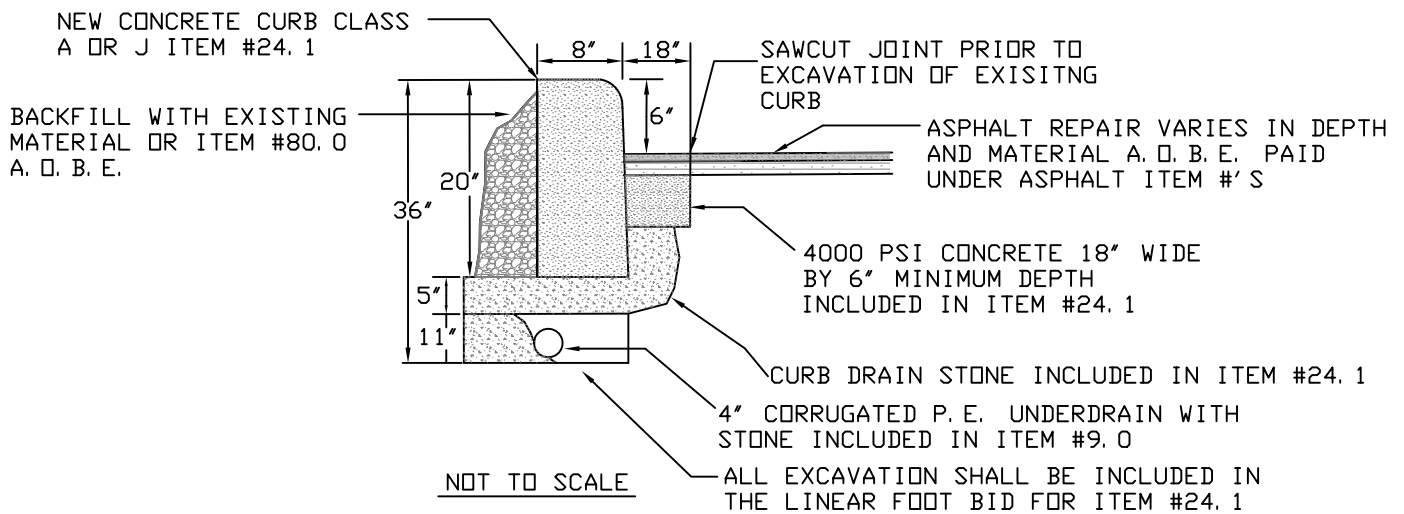


PROFILE



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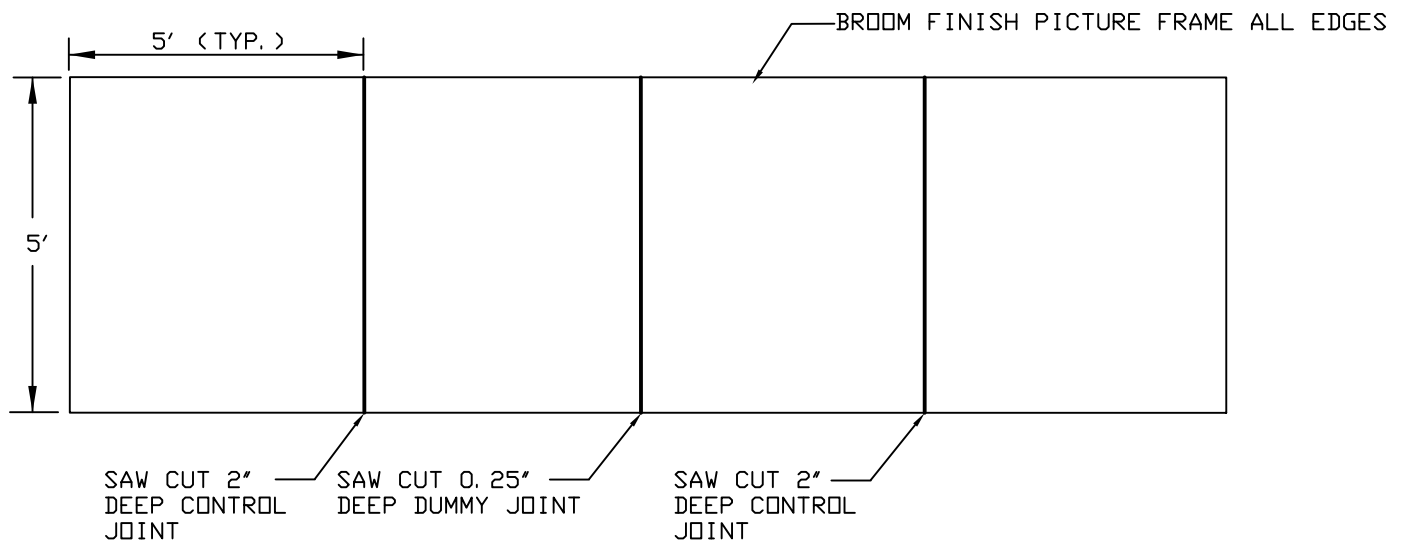
NYSDOT CLASS "A" OR "J" CONCRETE CURB  
STRAIGHT OR RADIUS  
ITEM #24.1





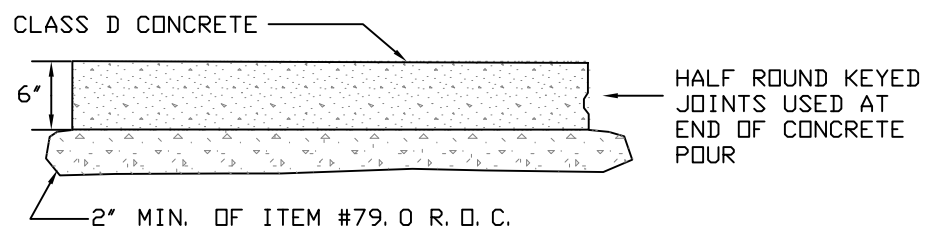
NEW CLASS D CONCRETE  
MAINLINE SIDEWALK  
ITEM #33.0

PLAN



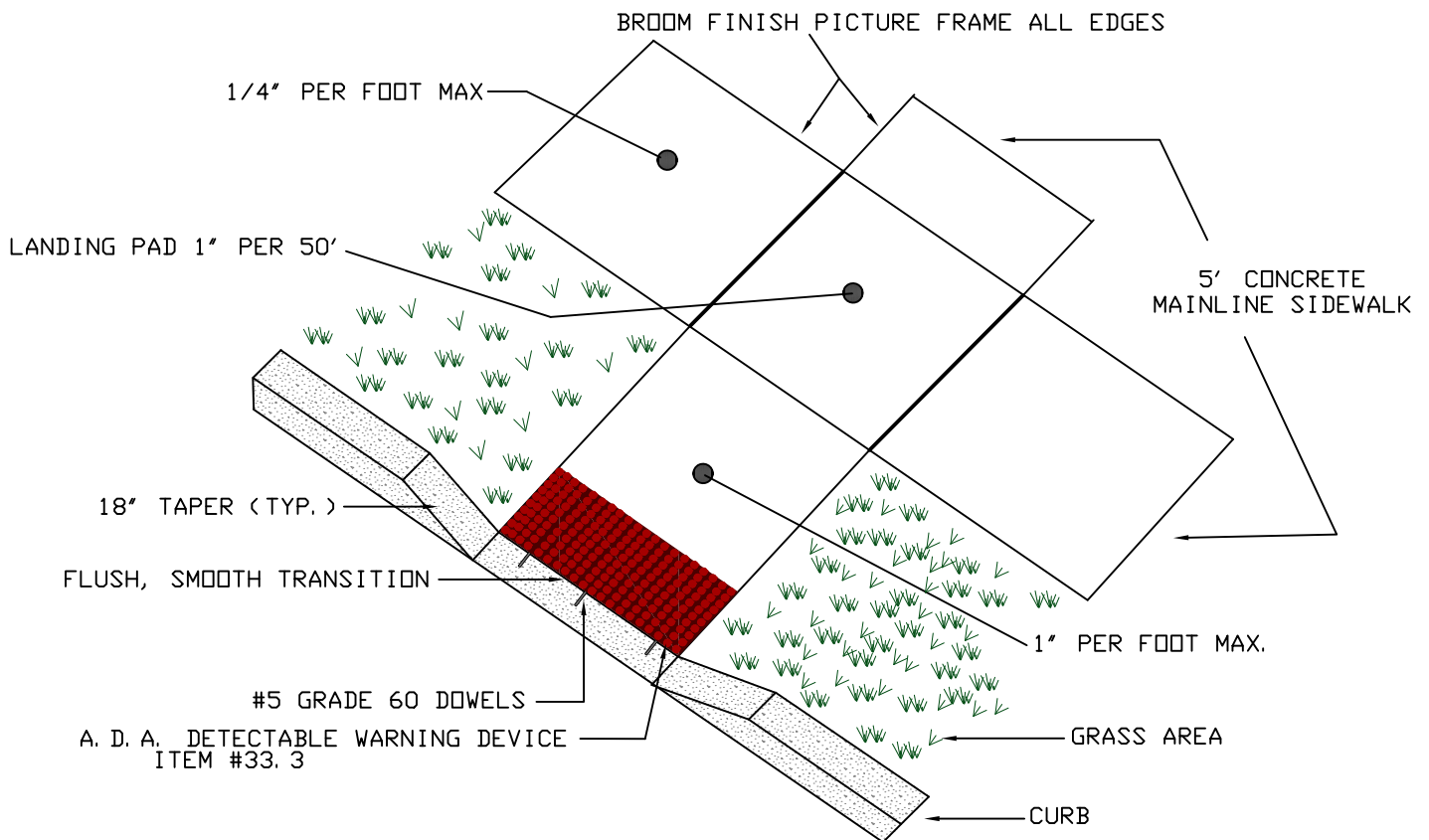
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PROFILE



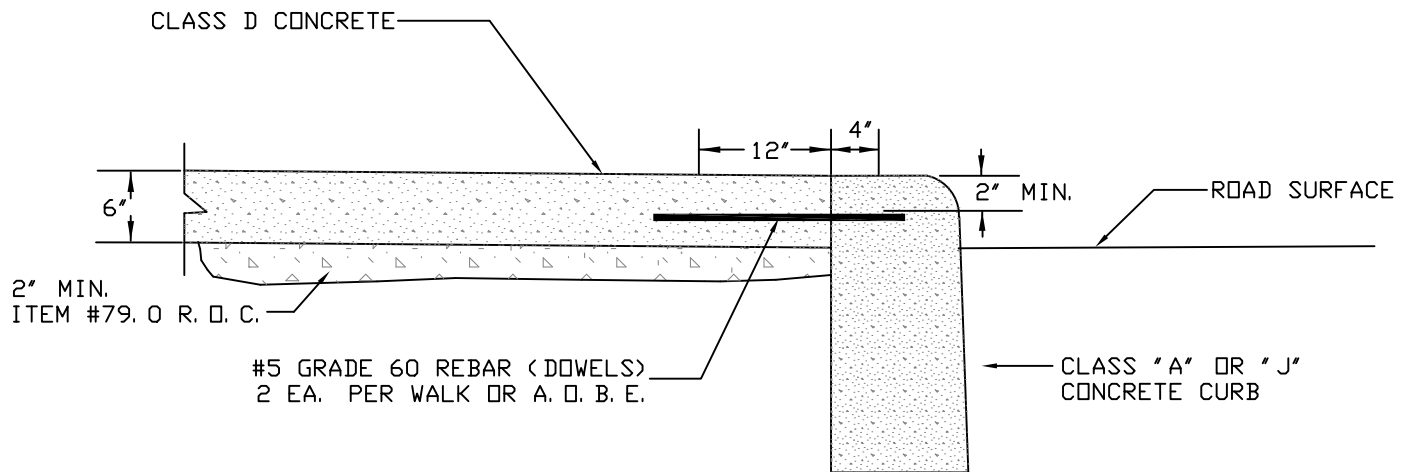
NOT TO SCALE

# PEDESTRIAN ACCESS RAMP INCLUDED IN ITEM #33.0



NOT TO SCALE

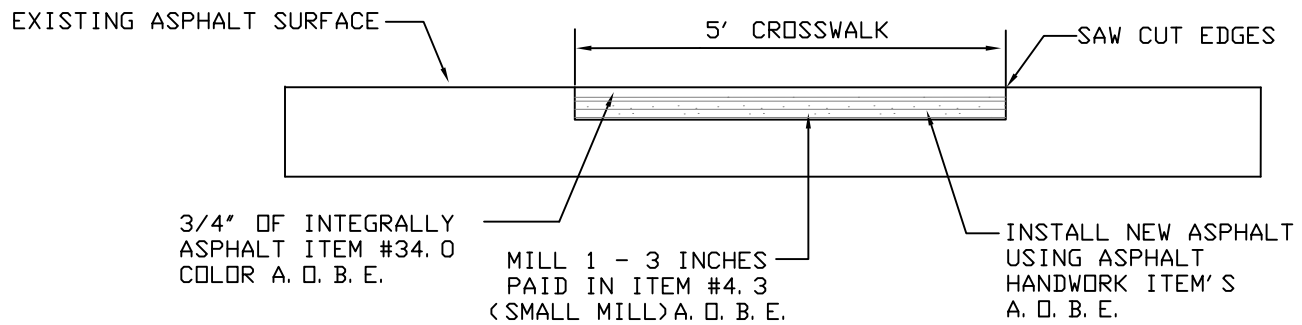
# CONCRETE ENTRANCE WALK INCLUDED IN ITEM #33.0



NOTE: DOWELS MAY BE POSITIONED IN FRESHLY PLACED CURB OR  
MAY BE DRILLED AND INSERTED WITH NON-SHRINKING GROUT

NOT TO SCALE

INTERGRALLY COLORED HOT APPLIED  
SYNTHETIC ASPHALT  
ITEM #34.0

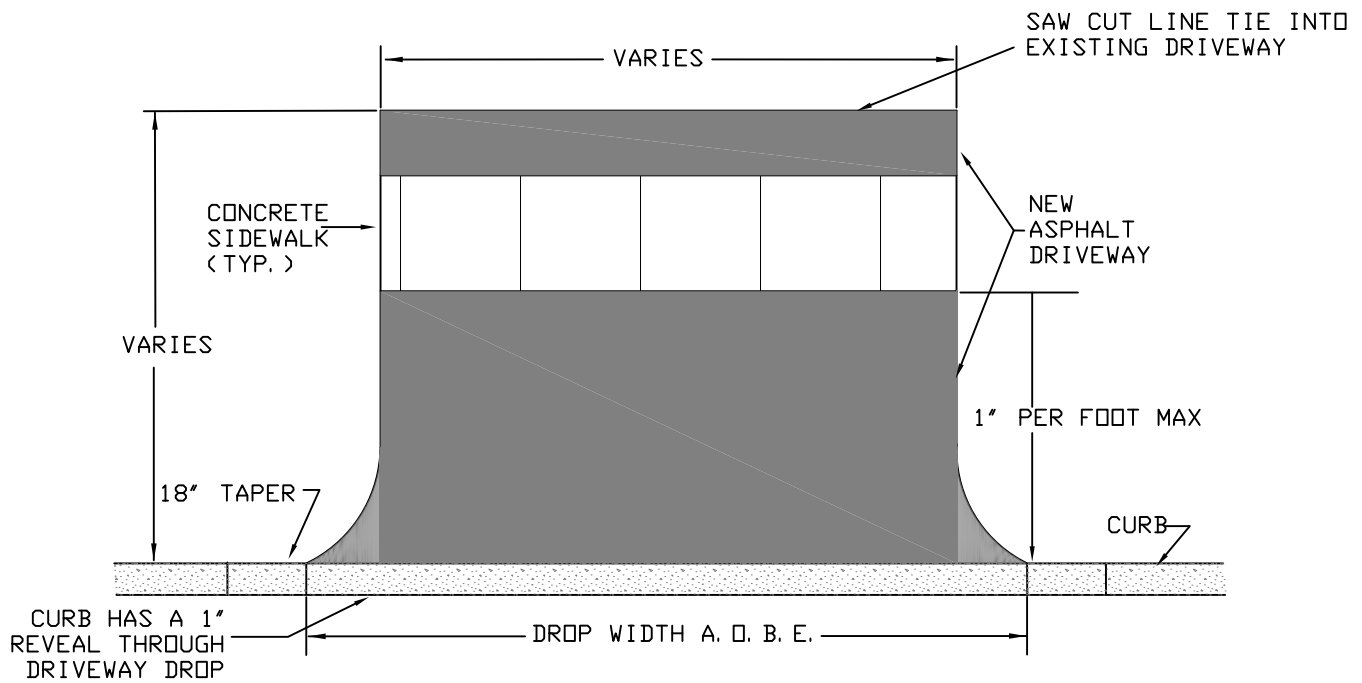


NOT TO SCALE

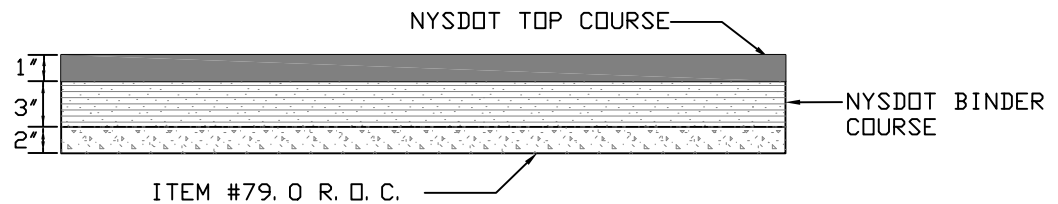
# NEW ASPHALT DRIVEWAY

## ITEM #35.0

PLAN



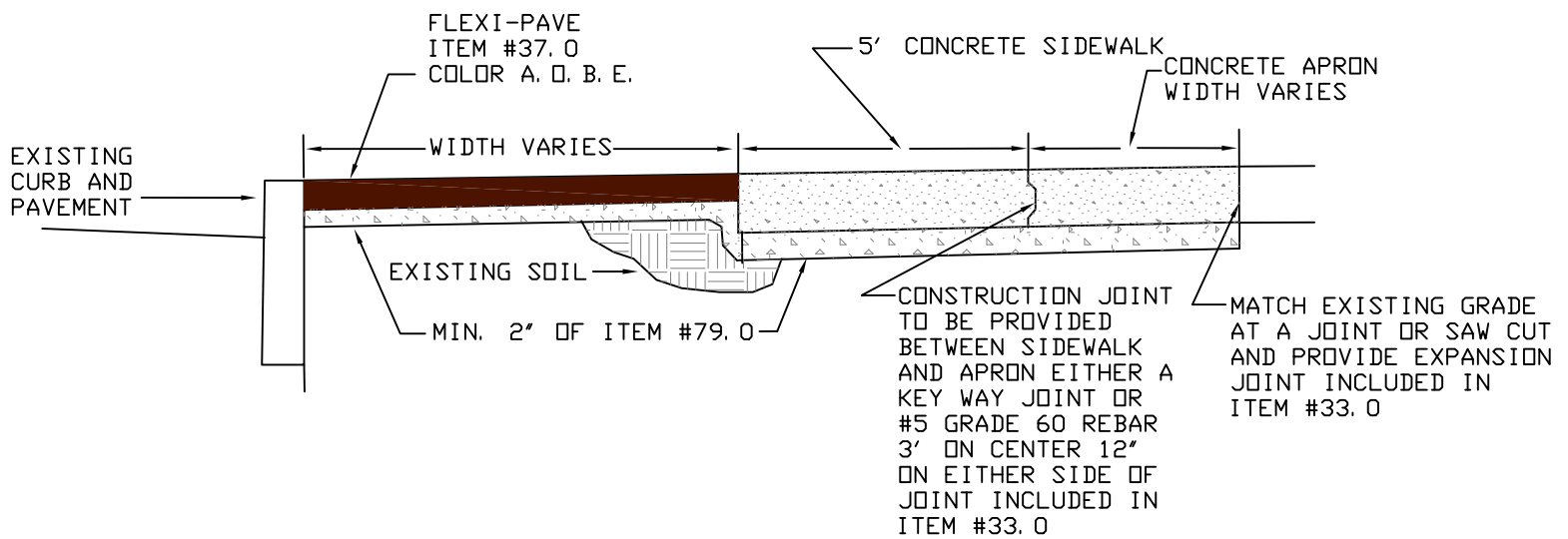
PROFILE



NOT TO SCALE

# FLEXI-PAVE HD 2000

## ITEM #37.0

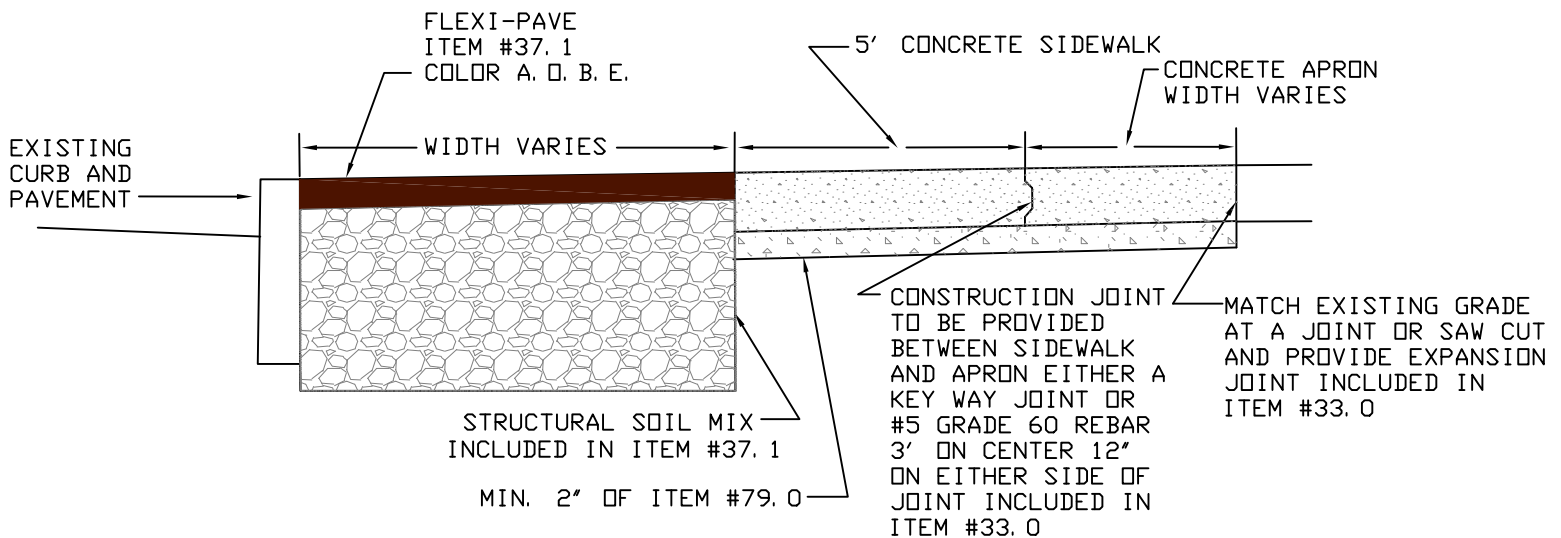


NOT TO SCALE

# FLEXI-PAVE HD 2000

## INSTALLATION WITH STRUCTURAL SOIL

### ITEM #37.1

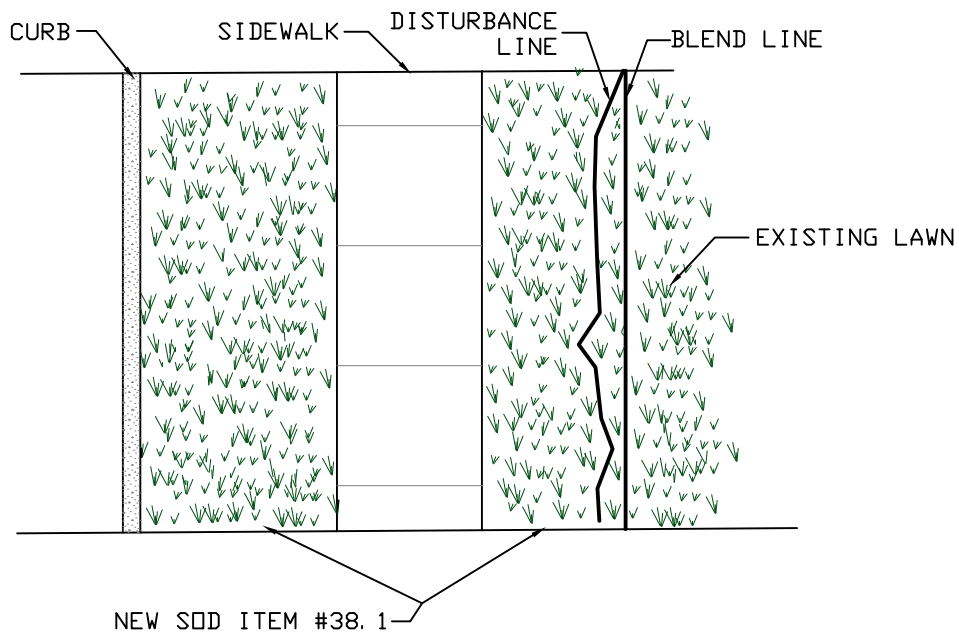


NOT TO SCALE

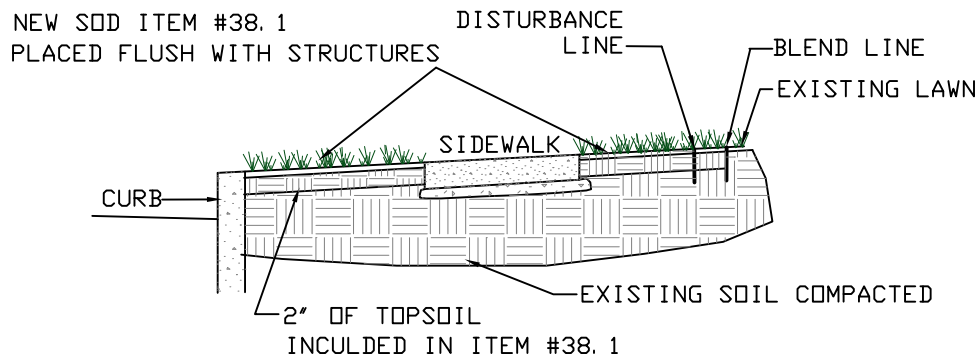
# NEW SOD PLANTING

## ITEM #38.1

PLAN



PROFILE

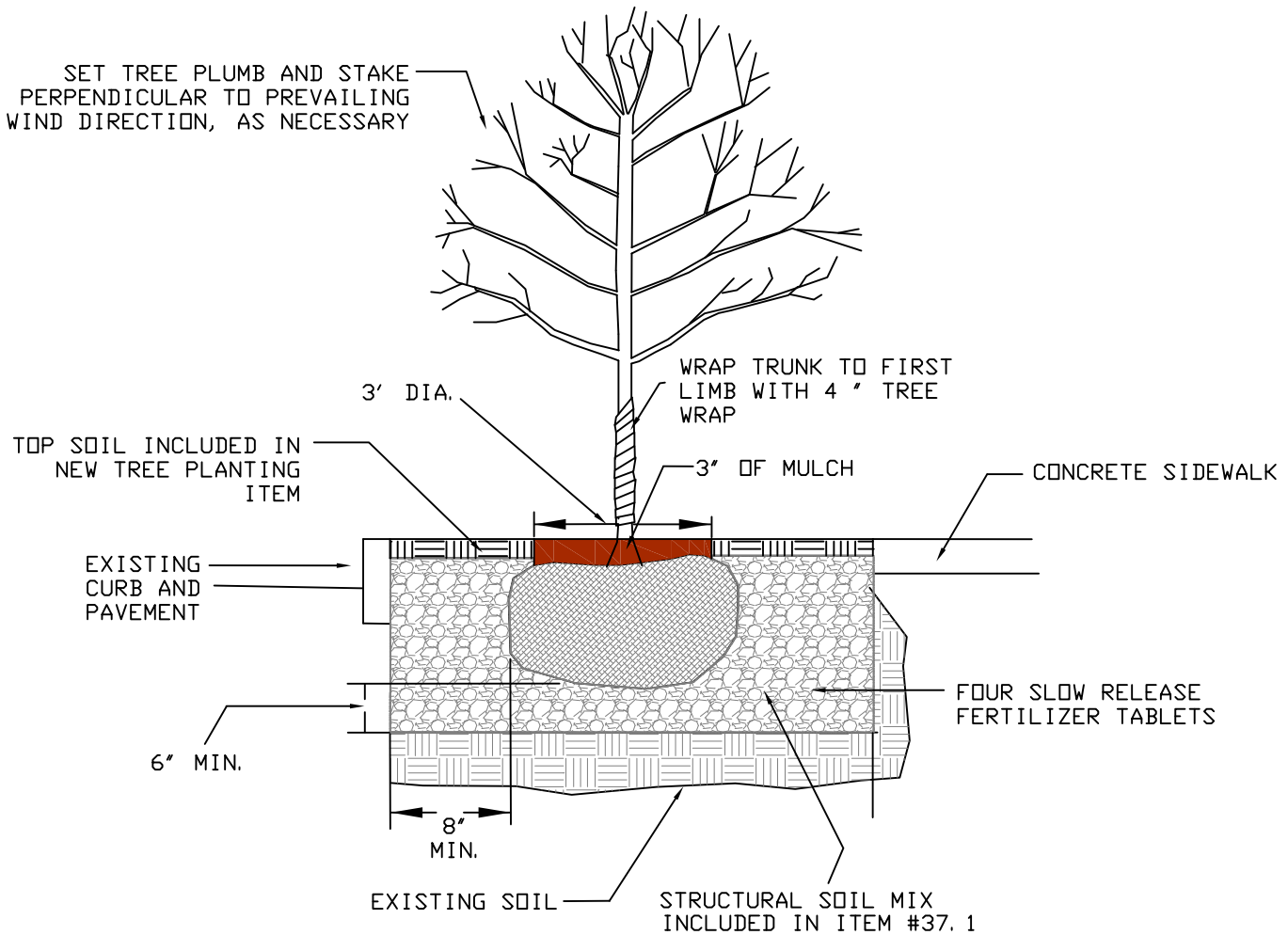


NOTE : TOPSOIL TO MEET SPEFICATION SET FORTH IN ITEM #38.0



# NEW TREE PLANTING

## ITEM #39.0

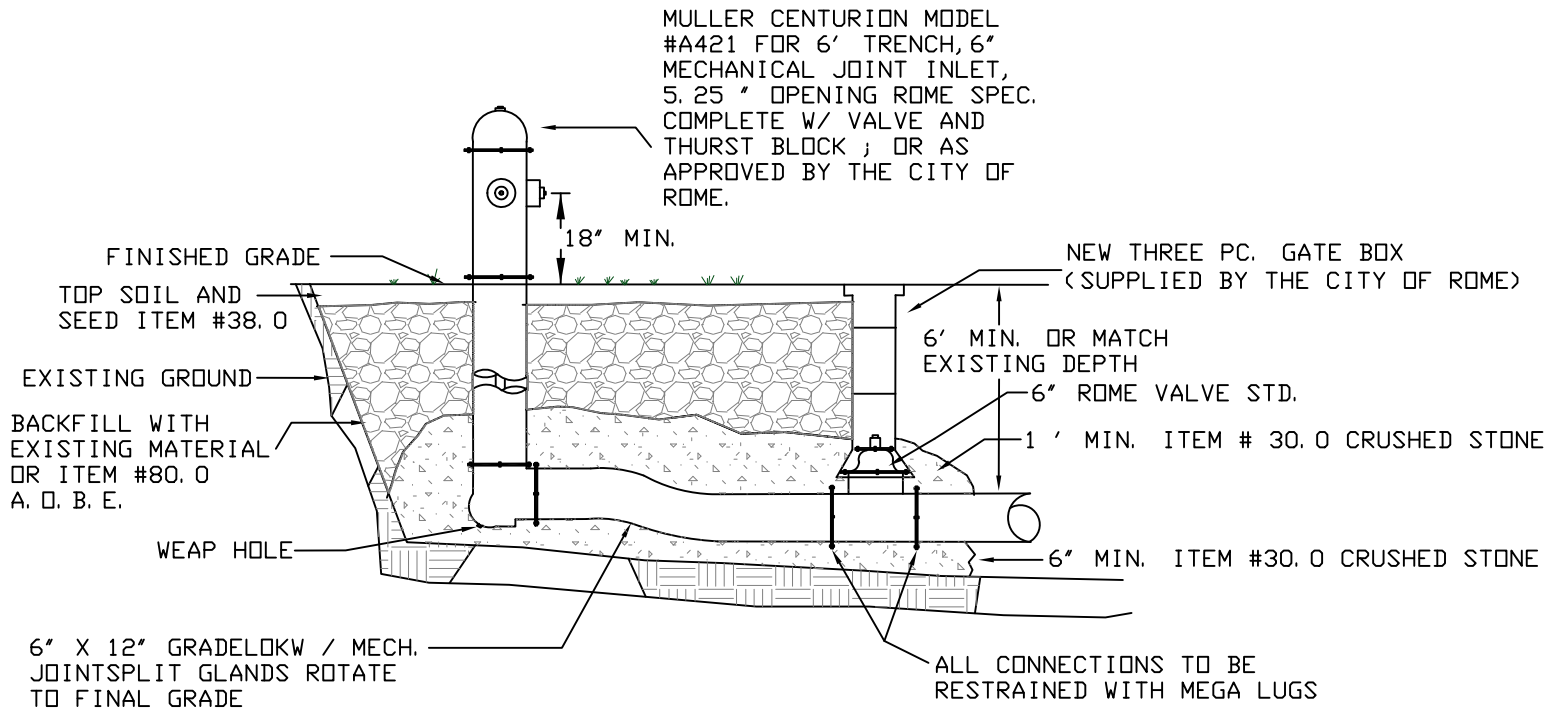


NOT TO SCALE

### NOTES:

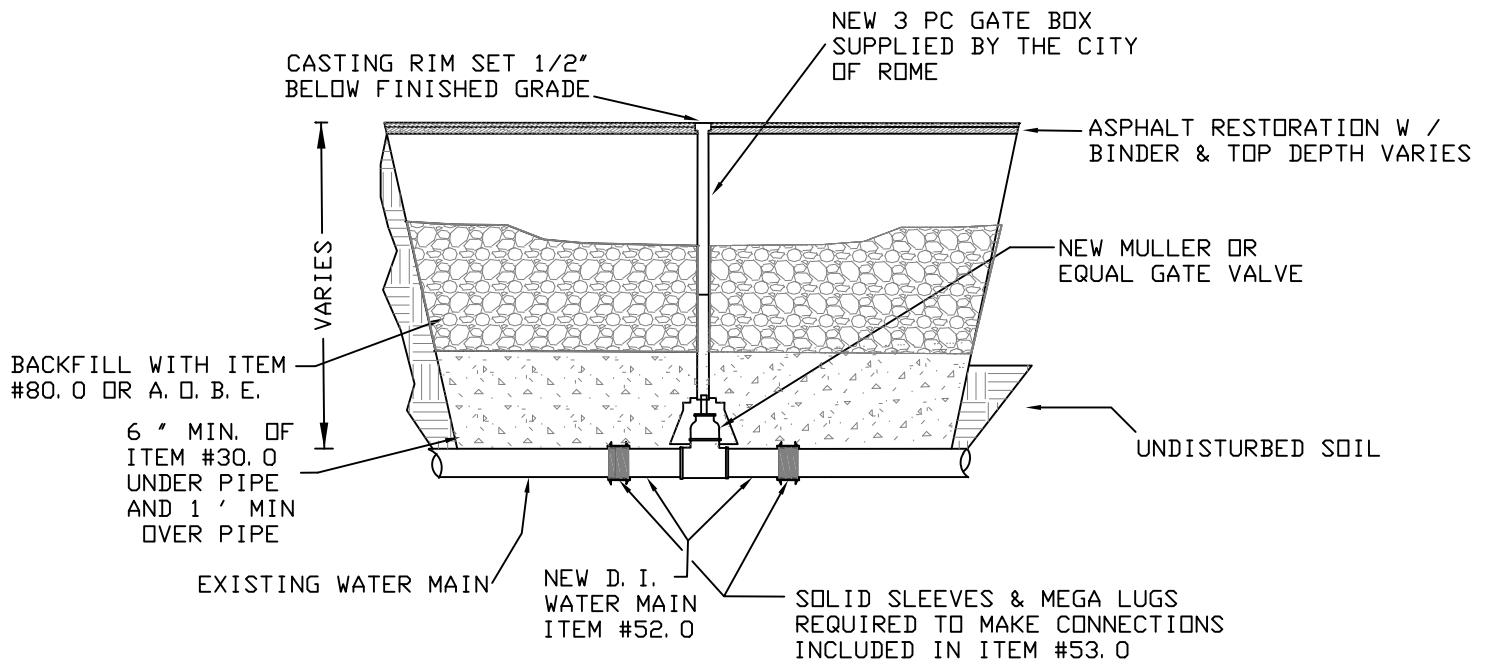
1. Structural soil mix shall be from Cornell University.
2. Structural soil shall not be placed in excessively moist conditions.
3. "Biobarrier" by Tyar shall be installed parallel to sidewalk.
4. The bottom and side walls of excavation shall be scarified with rake.
5. Cut away wire basket, twine, rope and remove from hole. Slit burlap horizontally and vertically several times before installing.
6. Water trees immediately after planting with 1 gallon, then water once a week for 3 growing seasons.
7. Fertilizer shall comply with U.S. & N.Y. State fertilizer laws.
8. Fertilizer shall have continuous controlled nitrogen for a period of no more than 12 months.

# NEW HYDRANT COMPLETE WITH 6" VALVE AND GRADELOK ITEM #50.0



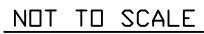
NOT TO SCALE

NEW WATER VALVE COMPLETE INSTALLED ON  
EXISTING WATER MAIN  
ITEM #53.0



NOT TO SCALE

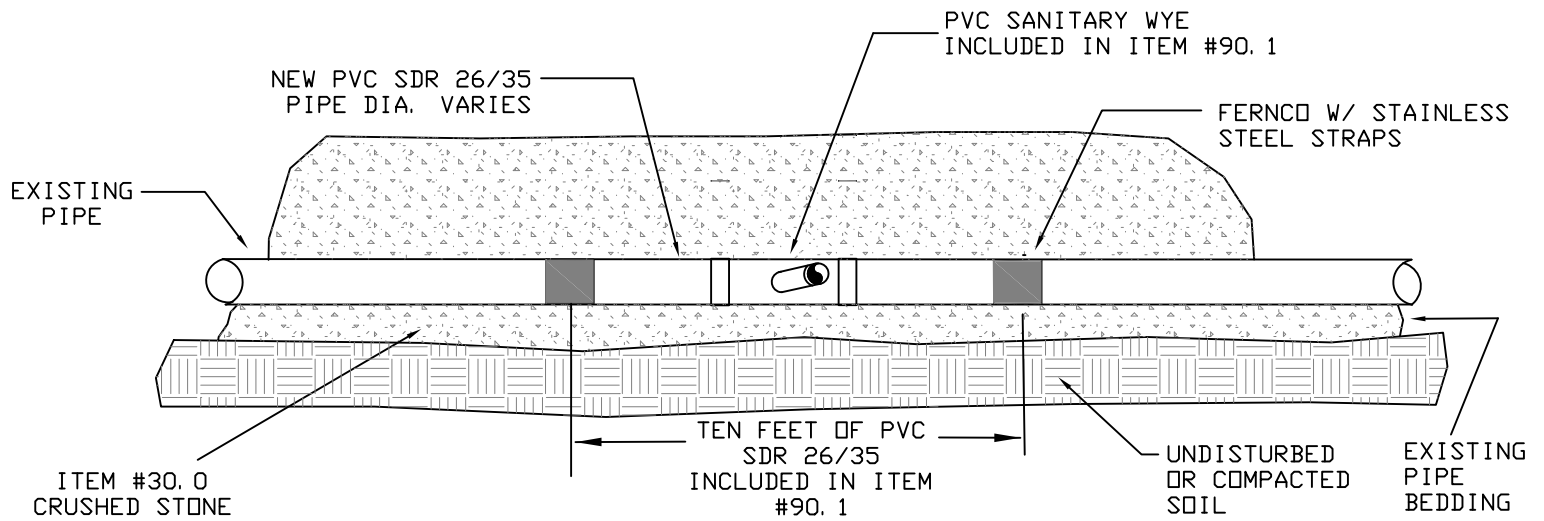
ITEM #62.0



NOT TO SCALE

# SANITARY WYE BRANCH REPLACEMENT

## ITEM #90.1



NOT TO SCALE

CITY OF ROME R. O. W. (TYP.)

ROAD SECTION

CONCRETE CURB (TYP.)

GRASS

CONCRETE SIDEWALK (TYP.)

NEW 4" SDR 26/35 PVC SANITARY LATERAL (TYP.)  
1% MIN. GRADE

NEW PVC SDR 35 WYE  
ITEM #90.0

30° OR 45° BEND AS NEEDED  
INCLUDED IN ITEM #91.0

FLOW

ITEM #30.0 CRUSHED STONE  
6" PIPE BEDDING & 1' COVER OVER PIPE

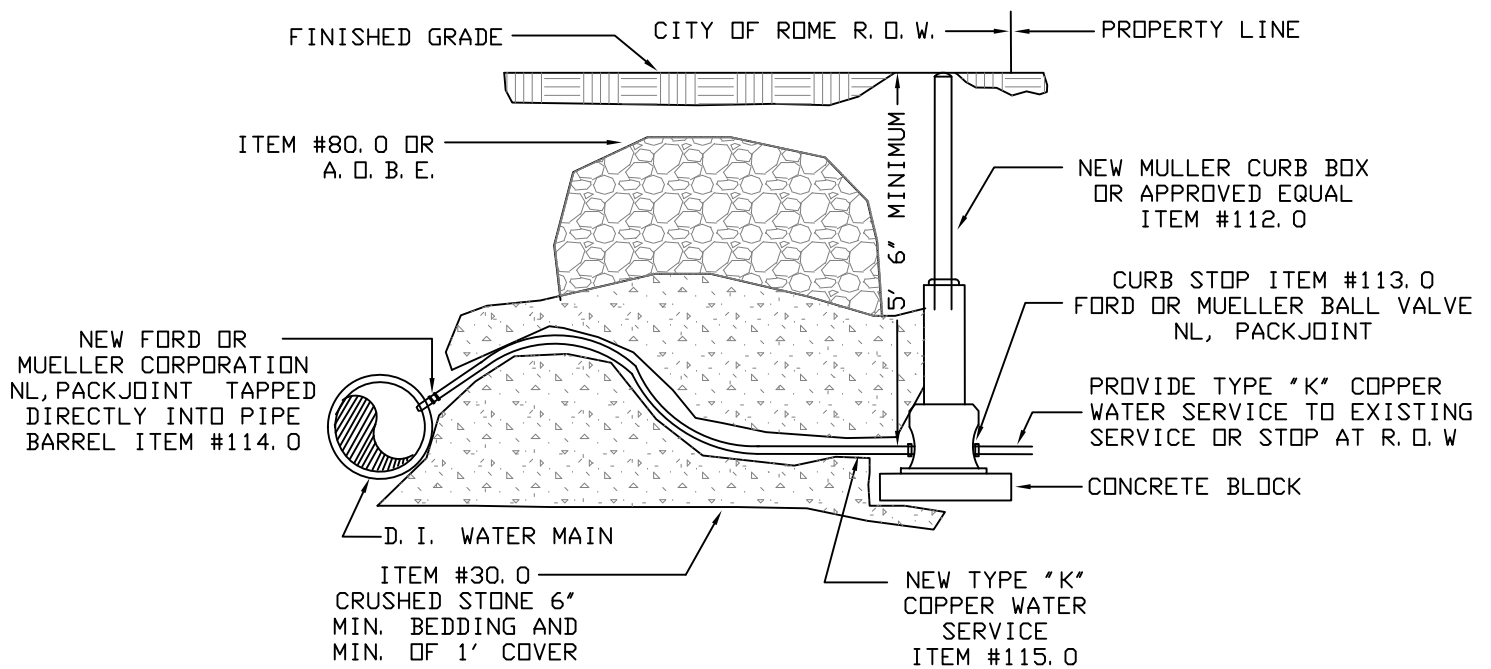
ITEM #80.0 OR  
A, O, B, E.

CONNECT TO  
EXISTING SEWER  
LATERAL WITH A  
FERNCO CONNECTOR

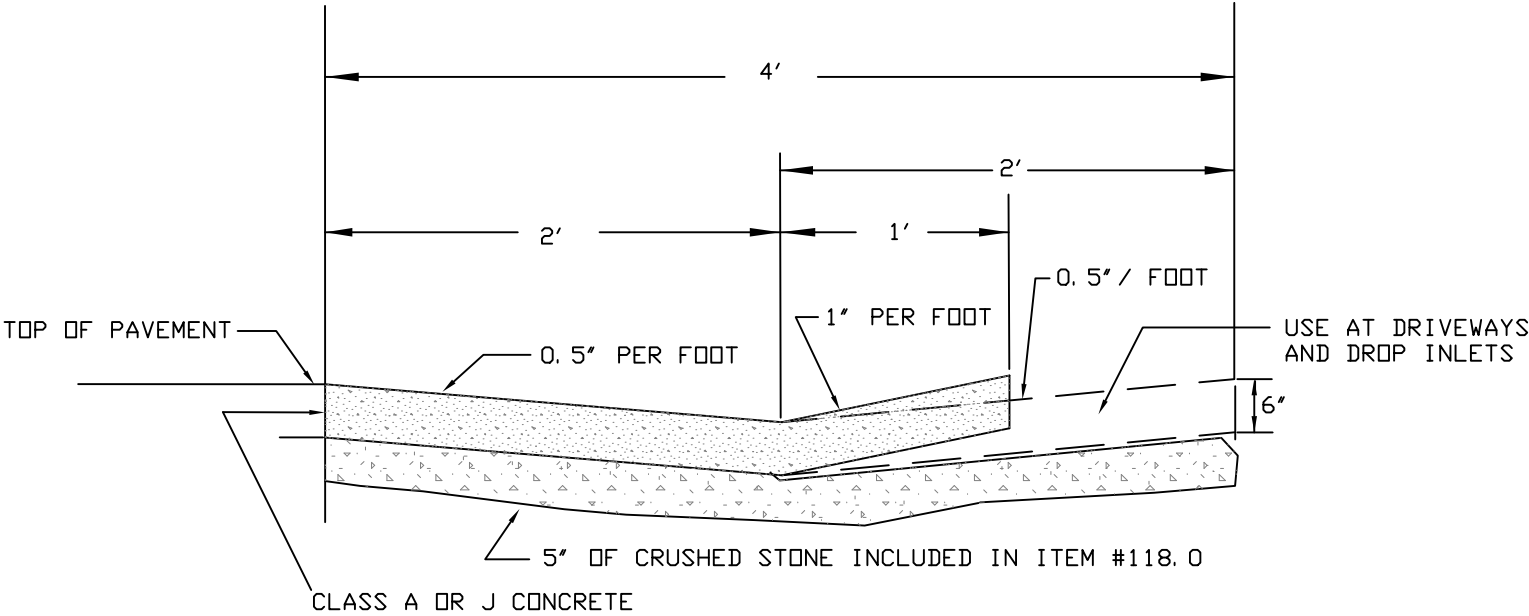
NOT TO SCALE

# NEW COPPER WATER SERVICE CONNECTION

## ITEM #112.0, #113.0, #114.0, #115.0



NEW CONCRETE VALLEY GUTTER CURB  
ITEM #118.0

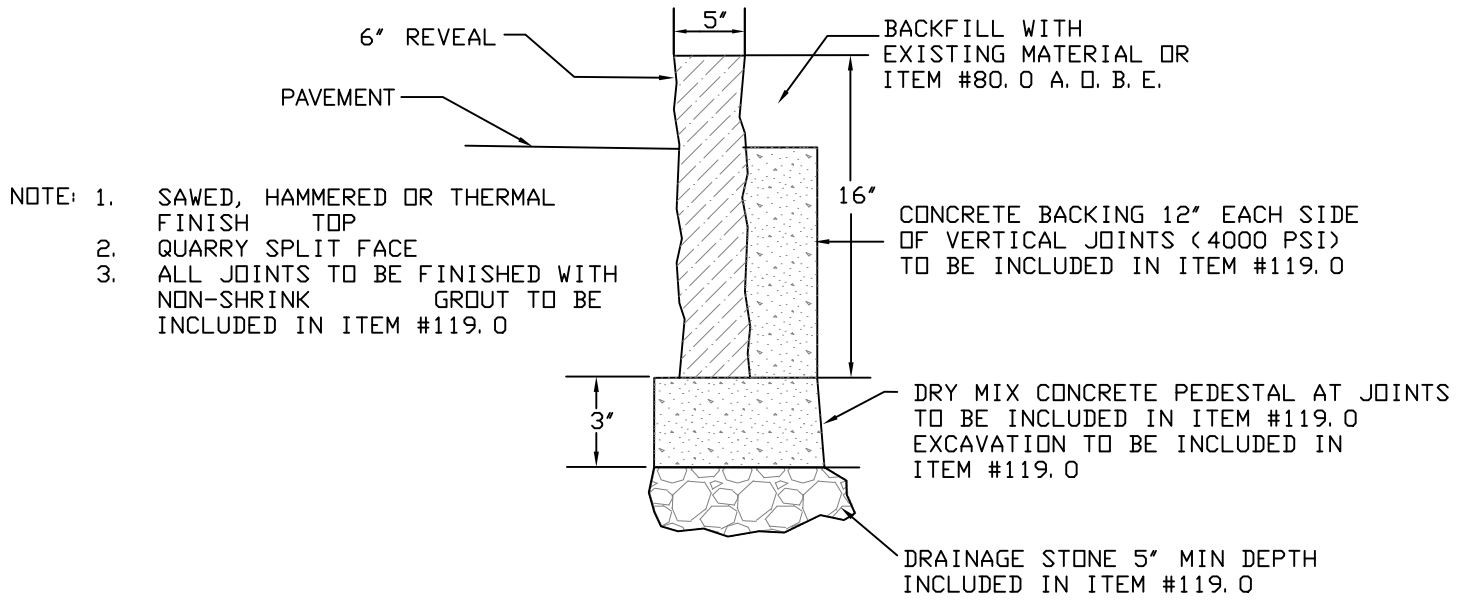


NOT TO SCALE



# NEW GRANITE CURB TYPE "A"

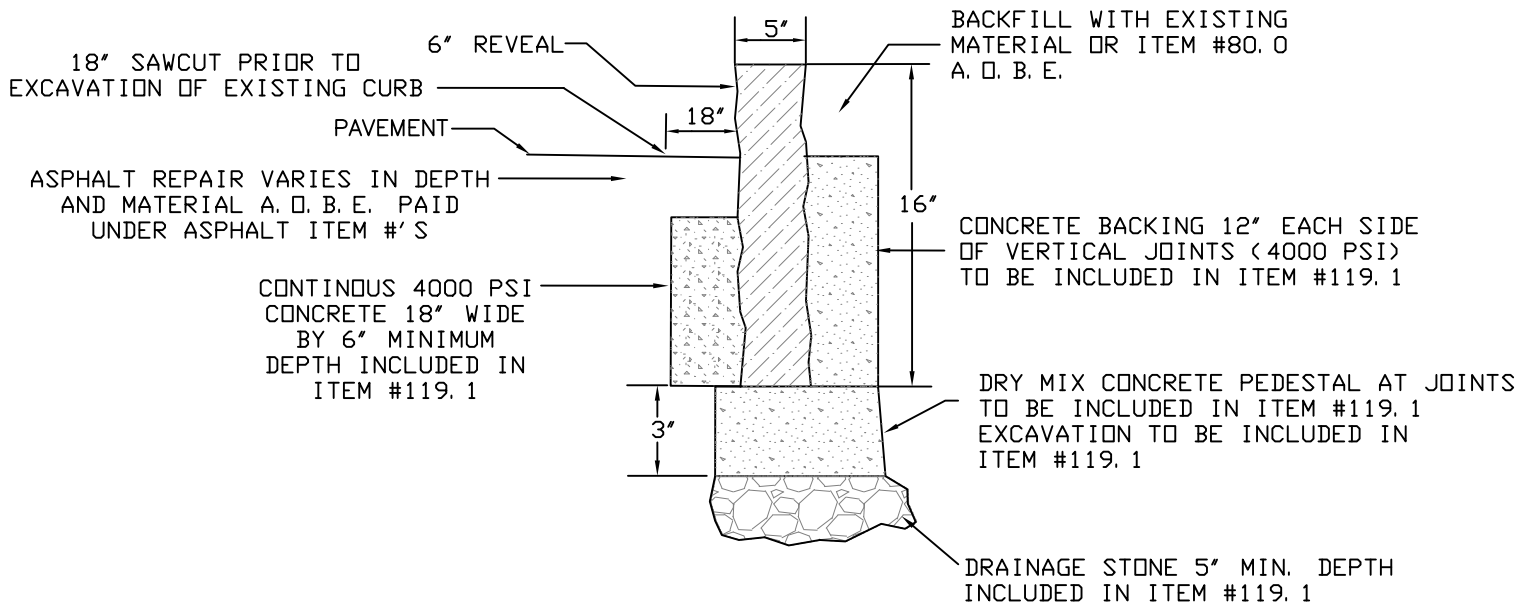
## ITEM #119.0



NOT TO SCALE

# NEW GRANITE CURB TYPE "A"

## ITEM #119.1

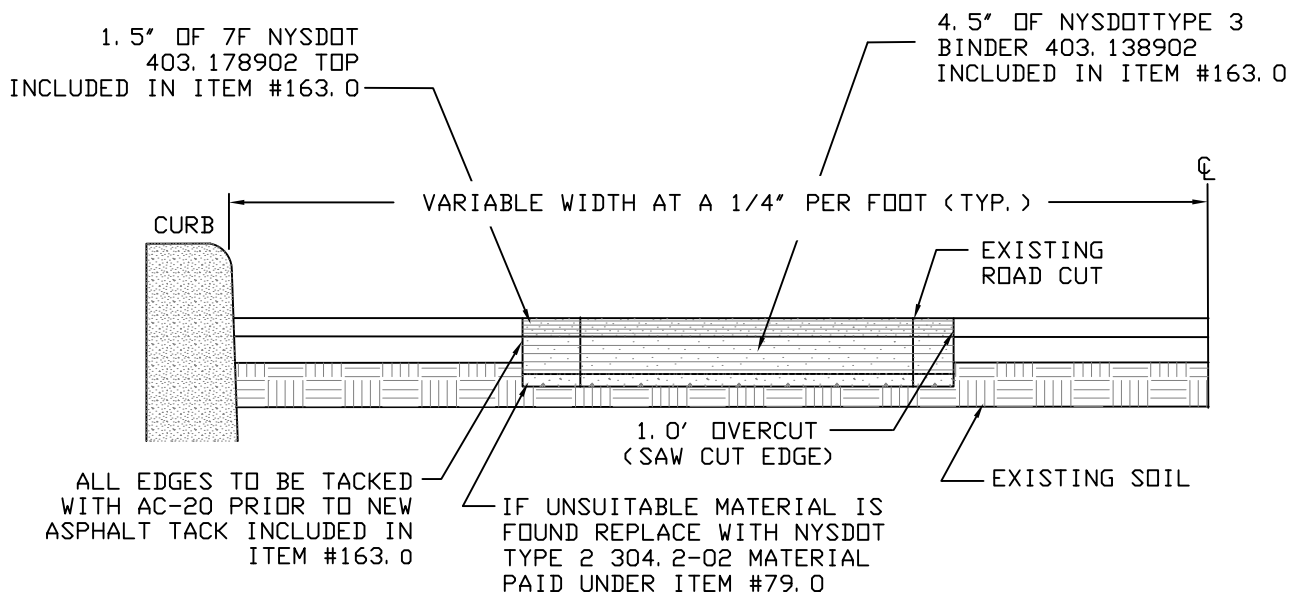


- NOTE: 1. SAWED, HAMMERED OR THERMAL FINISH TOP
2. QUARRY SPLIT FACE
3. ALL JOINTS TO BE FINISHED WITH NON-SHRINK GROUT TO BE INCLUDED IN ITEM #119.0

NOT TO SCALE

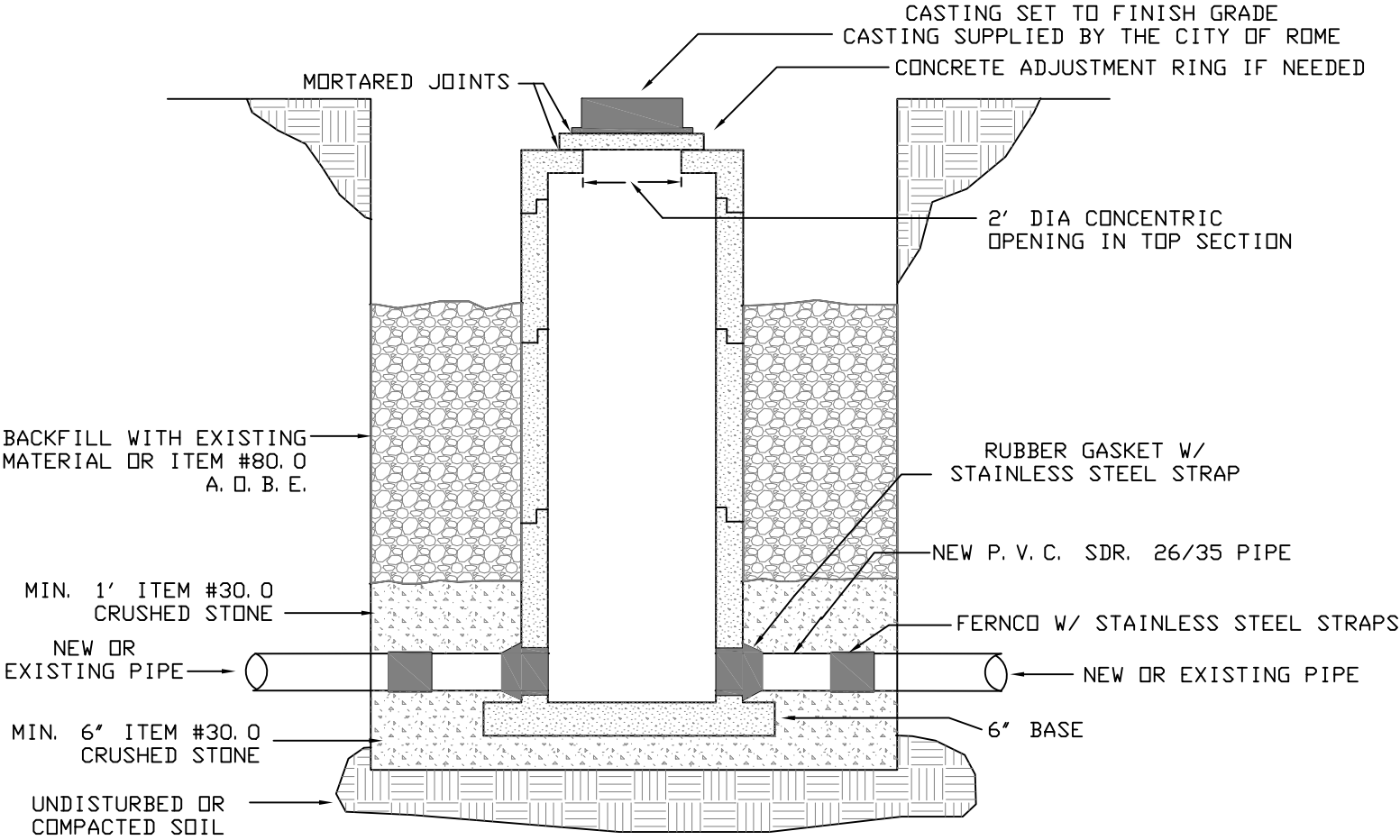
# FULL DEPTH PATCH

## ITEM #163.0



NOT TO SCALE

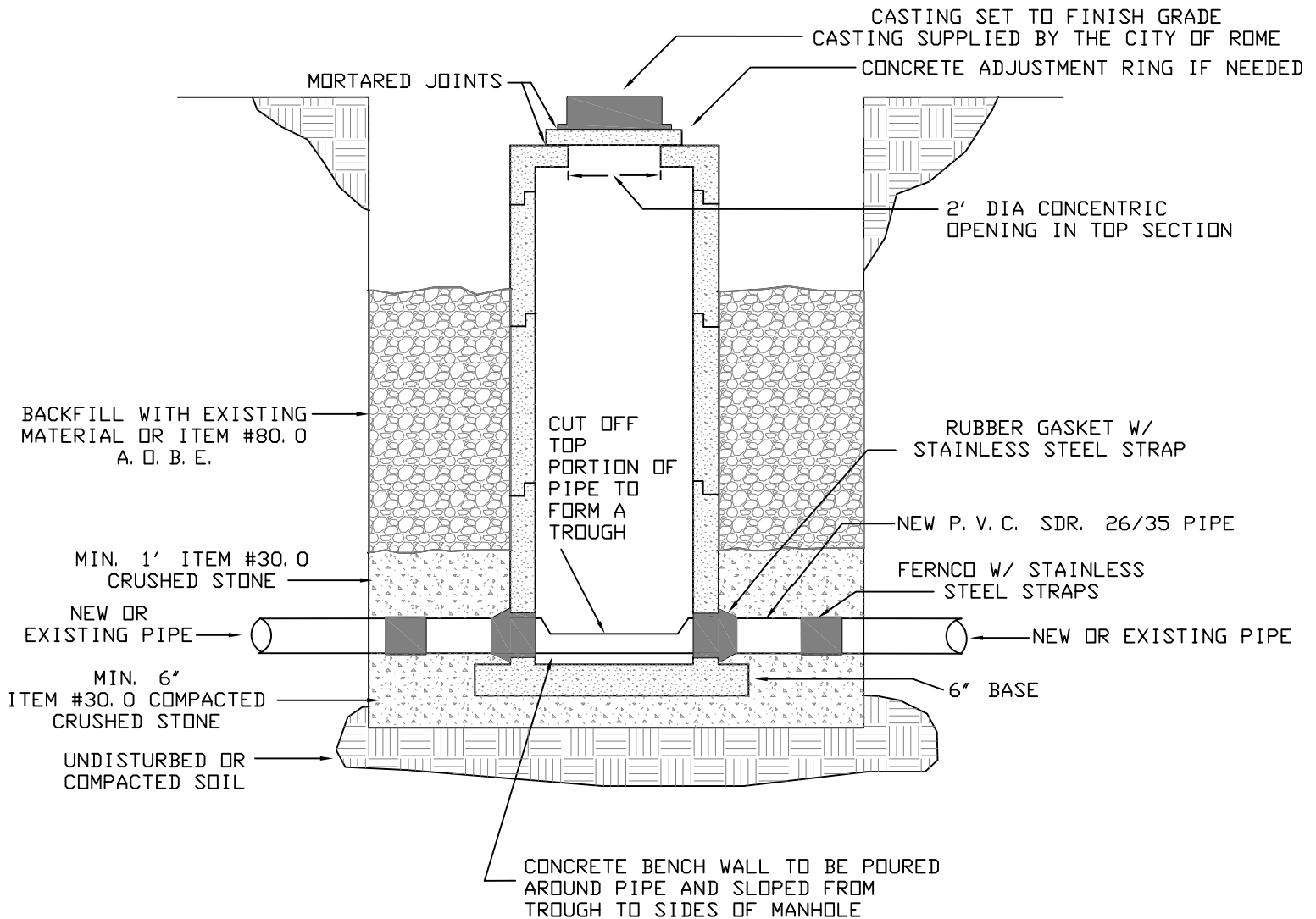
NEW PRECAST STORM SEWER MANHOLE 4' DIA.  
ITEM #192.0



NOT TO SCALE

# NEW PRECAST SANITARY MANHOLE 4' DIA.

## ITEM #193.0



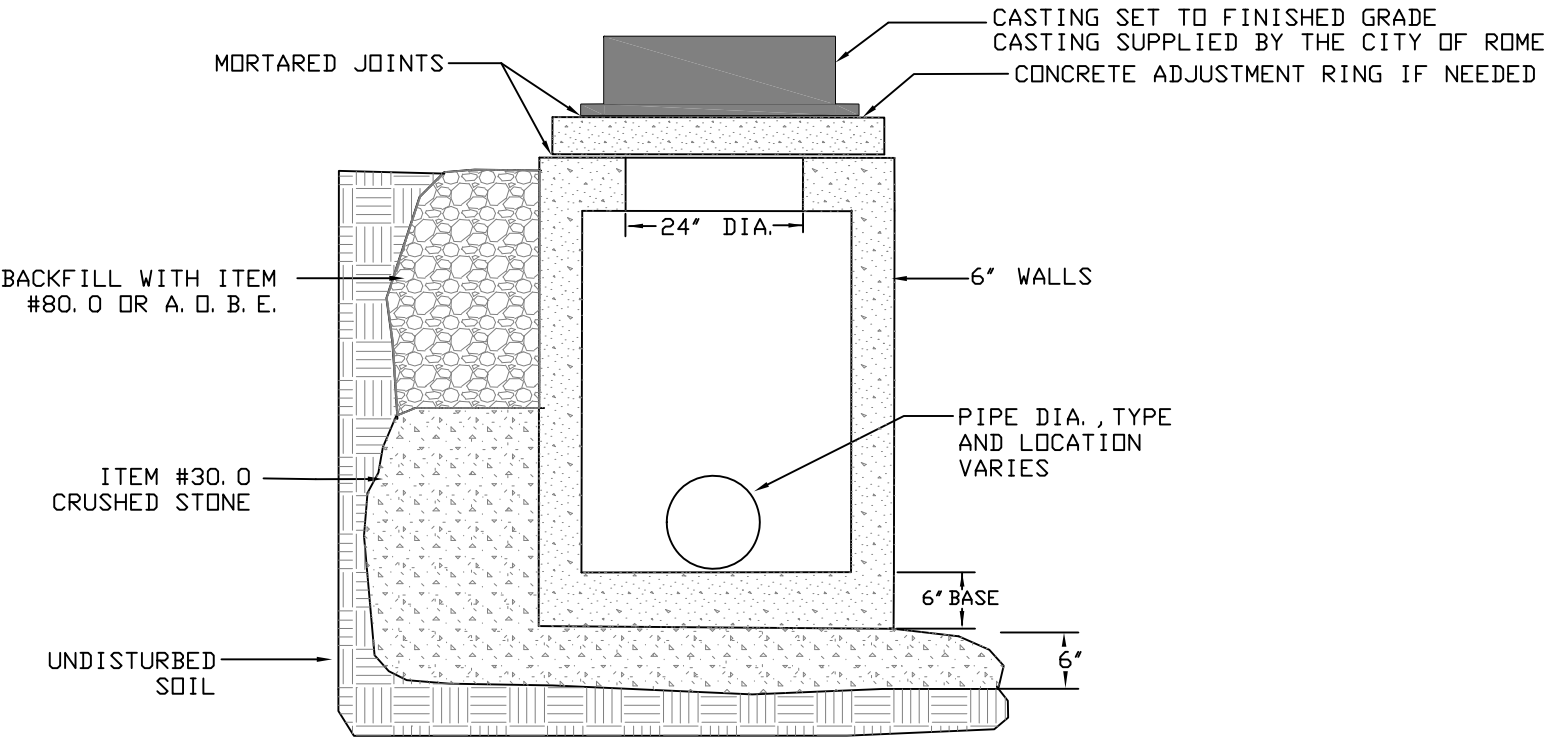
NOT TO SCALE

ITEM #193. 0



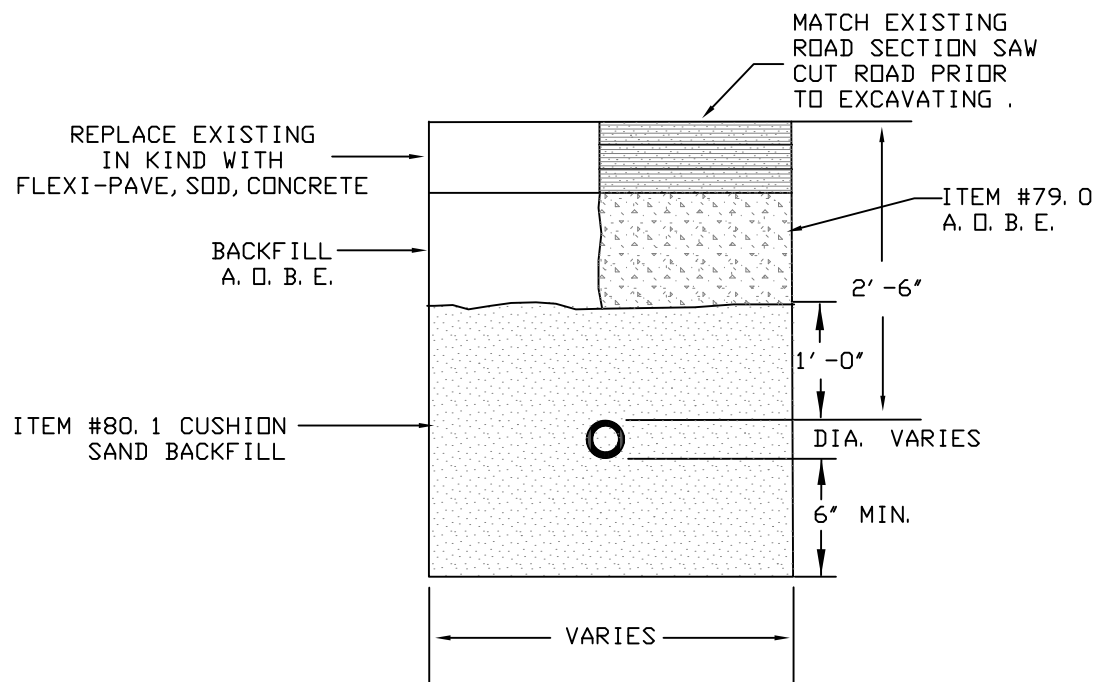
NOT TO SCALE

STANDARD PRECAST DRAINAGE INLET (2X2)  
ITEM #199.0



NOT TO SCALE

SCHEDULE 80 PVC CONDUIT  
ITEM #203.0

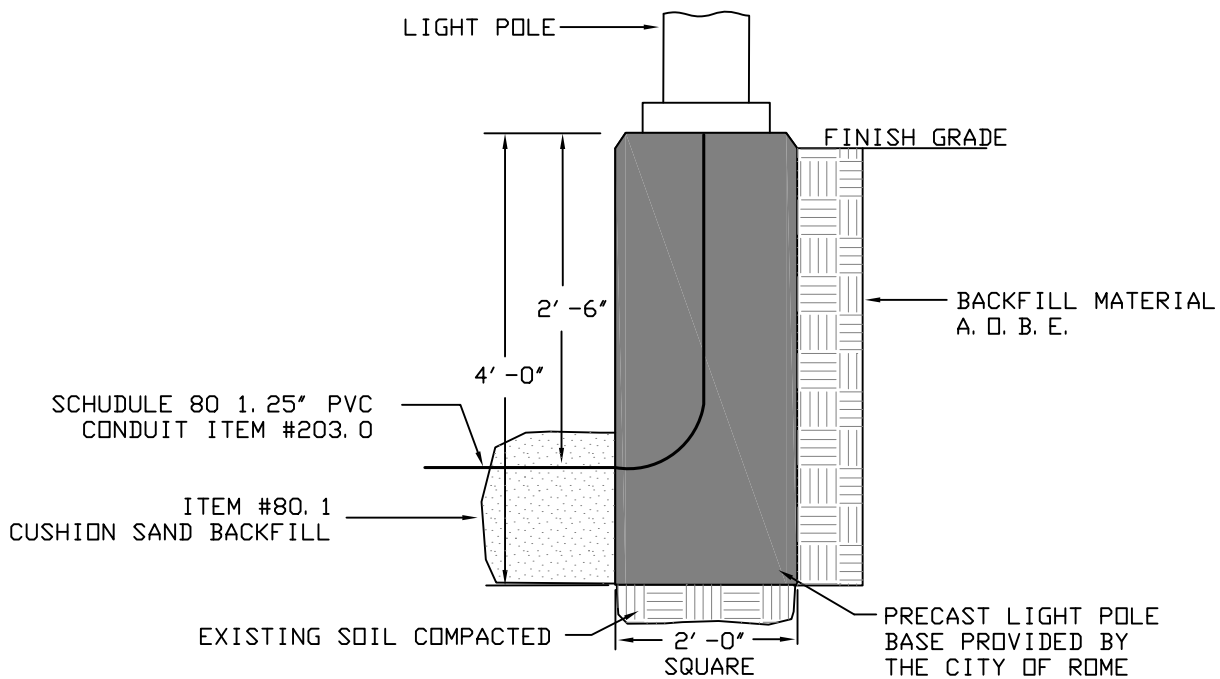


NOT TO SCALE



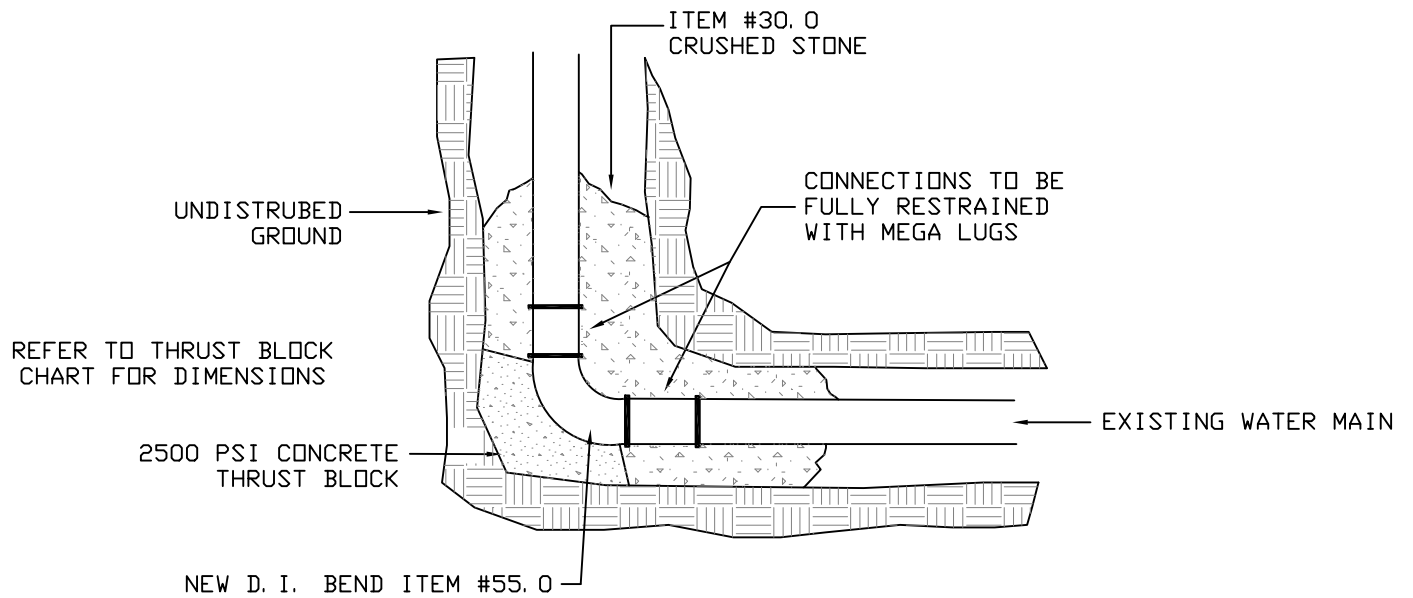
# LIGHT POLE BASE

## ITEM #205.0



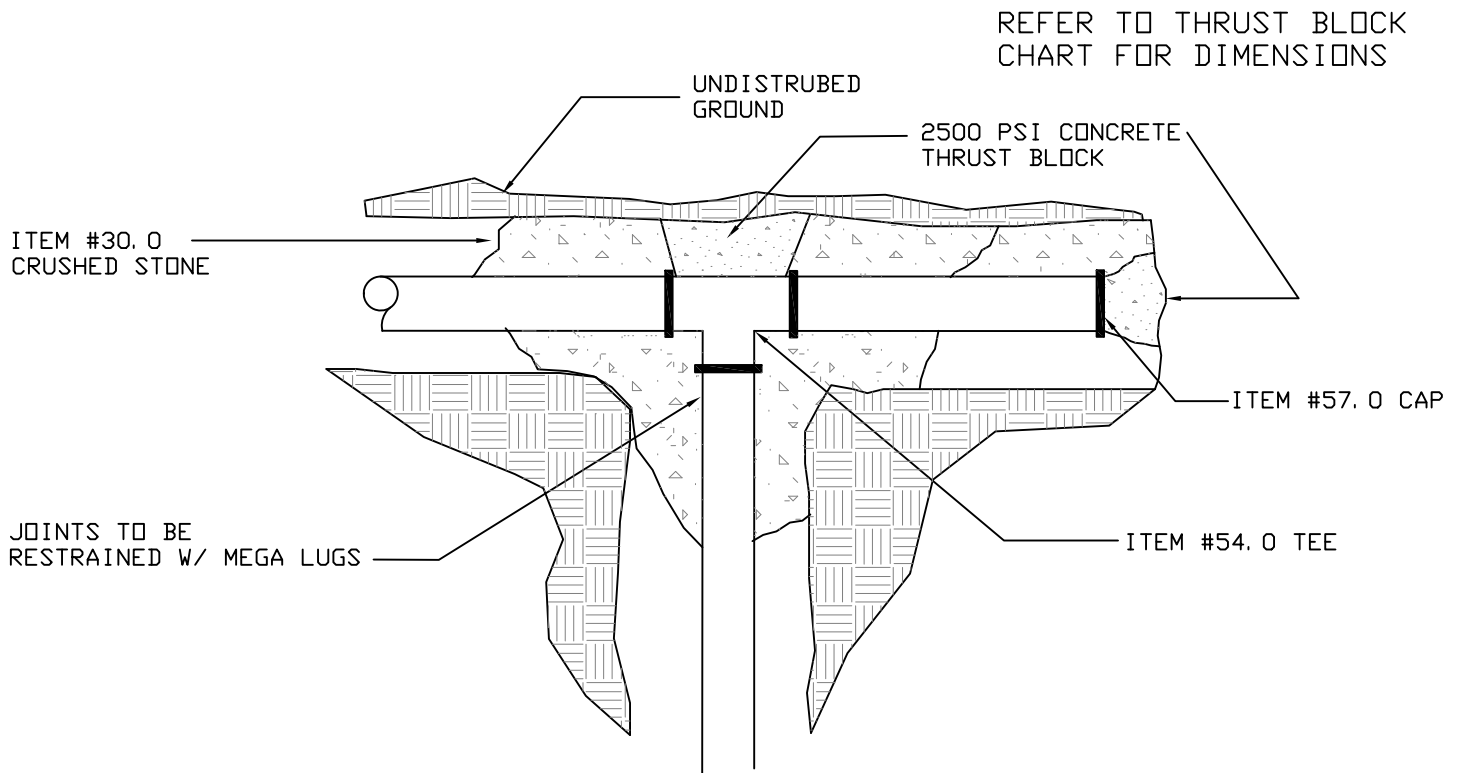
NOT TO SCALE

## 11. 25° - 90° DIRECTIONAL CHANGE



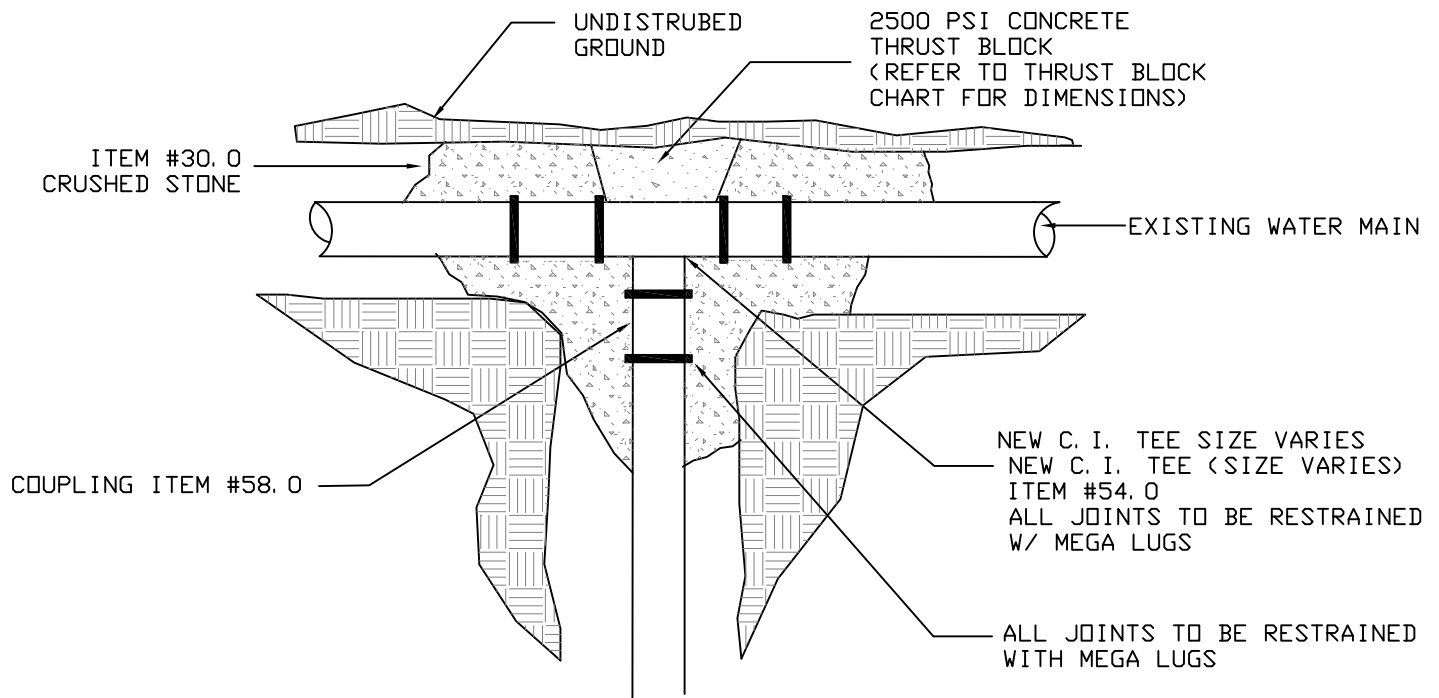
NOT TO SCALE

# NEW D. I. WATER MAIN WITH A TEE CONNECTION AND CAPPED END



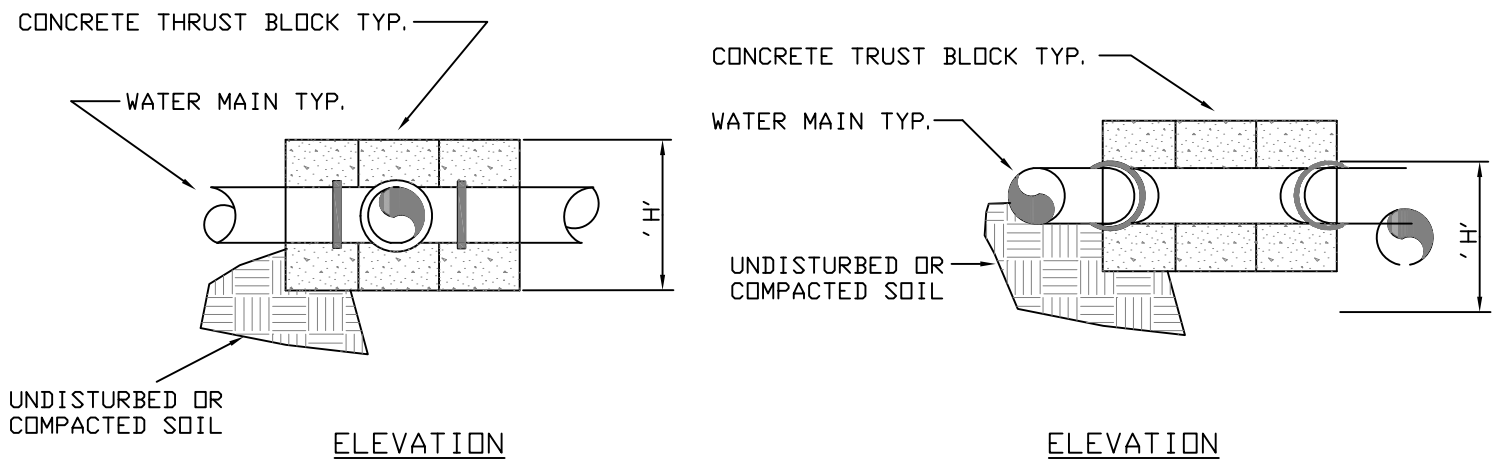
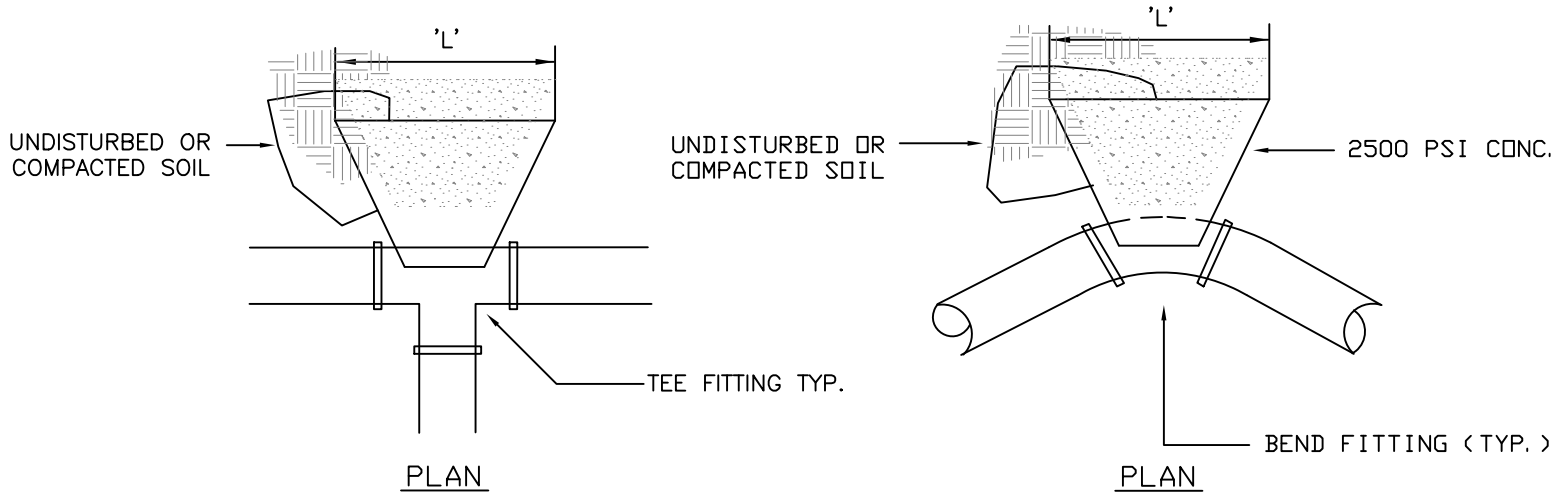
NOT TO SCALE

EXISTING WATER MAIN WITH A  
NEW C. I. TEE CONNECTION



NOT TO SCALE

# THRUST BLOCK DETAIL



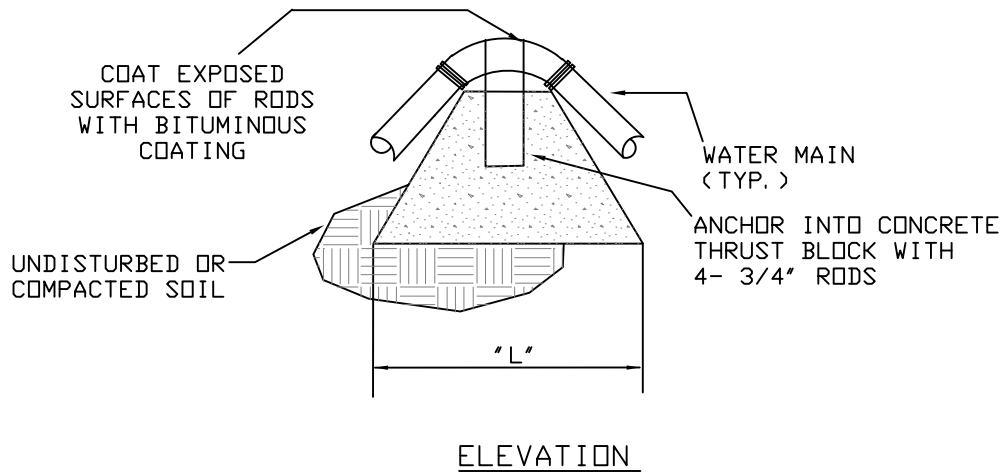
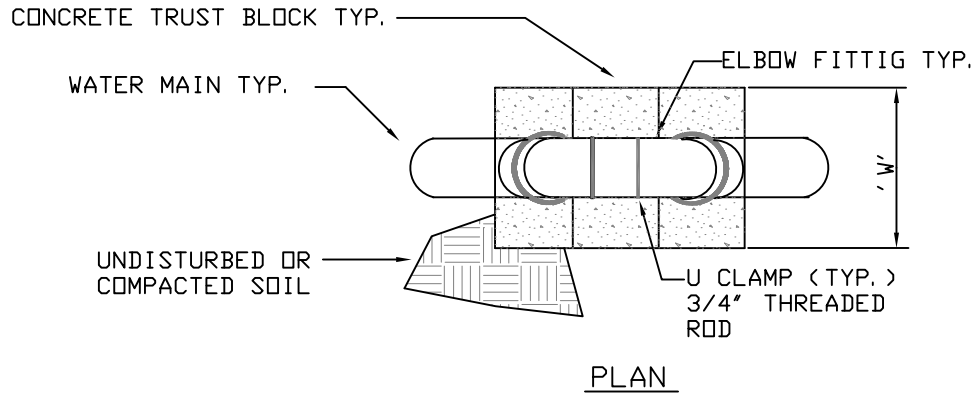
NOT TO SCALE

## HORIZONTAL BENDS

### DIMENSION SCHEDULE

PIPE SIZE	90 DEGREE BEND		45 DEGREE BEND		22.5 DEGREE BEND		11.25 DEGREE BEND	
	"H"	"L"	"H"	"L"	"H"	"L"	"H"	"L"
4"	4' -0"	4' -6"	3' -0"	3' -6"	2' -0"	3' -0"	1' -6"	1' -6"
6"	4' -0"	4' -6"	3' -0"	3' -6"	2' -0"	3' -0"	1' -6"	1' -6"
8"	5' -0"	5' -0"	3' -6"	4' -0"	2' -6"	3' -0"	2' -0"	2' -0"
10"	5' -6"	6' -0"	4' -0"	4' -6"	2' -6"	4' -0"	2' -0"	2' -6"
12"	6' -0"	7' -0"	4' -6"	5' -0"	3' -0"	4' -0"	2' -6"	3' -0"
16"	6' -6"	7' -0"	5' -6"	5' -6"	3' -6"	4' -6"	3' -6"	4' -6"

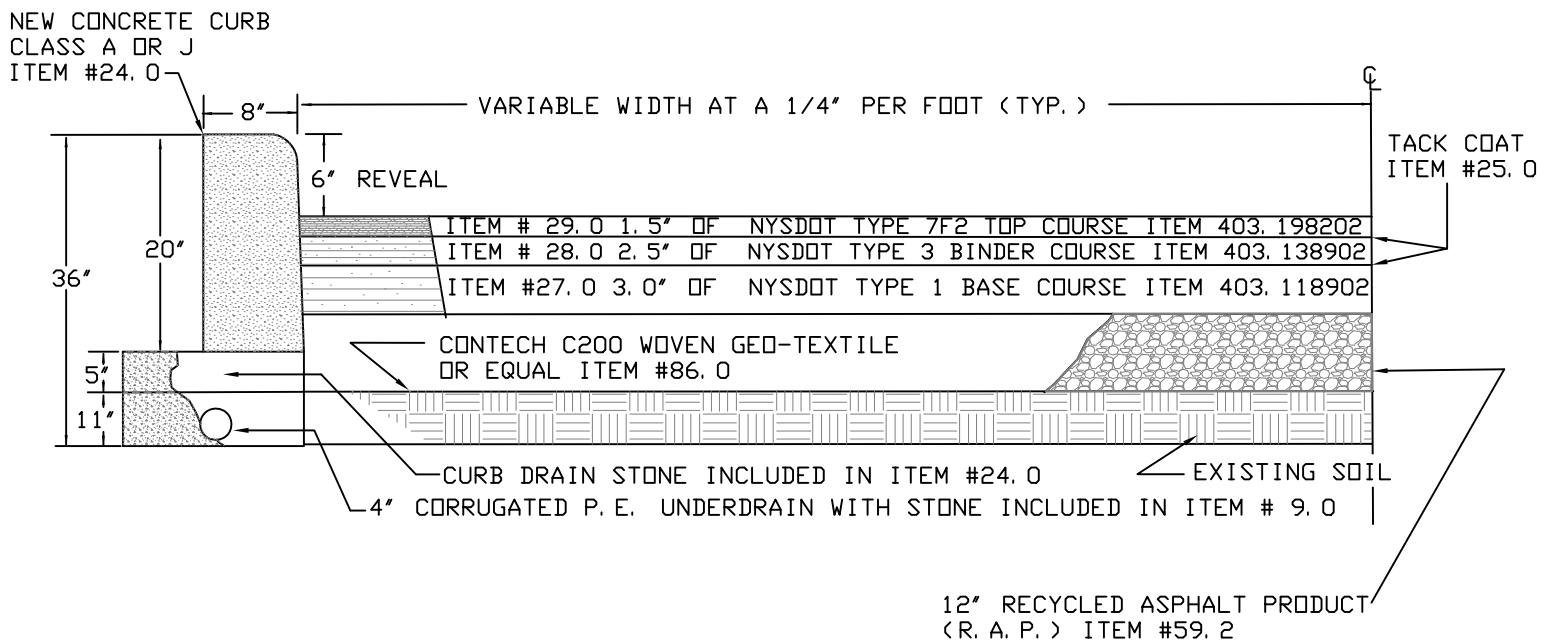
# THRUST BLOCK DETAIL



## VERTICAL BENDS

DIMENSION SCHEDULE ( VERTICAL BENDS )						
PIPE SIZE	45 DEGREE BEND		22.5 DEGREE BEND		11.25 DEGREE BEND	
	"H"	"L"	"H"	"L"	"H"	"L"
4"	3' -6"	5' -0"	3' -0"	4' -0"	2' -6"	3' -0"
6"	3' -6"	5' -0"	3' -0"	4' -0"	2' -6"	3' -0"
8"	4' -6"	5' -0"	3' -6"	4' -0"	3' -0"	3' -0"
10"	5' -6"	5' -6"	4' -0"	4' -0"	3' -6"	3' -6"
12"	6' -6"	6' -6"	5' -0"	5' -0"	4' -0"	4' -0"
16"	6' -6"	7' -6"	5' -0"	6' -0"	5' -0"	5' -6"

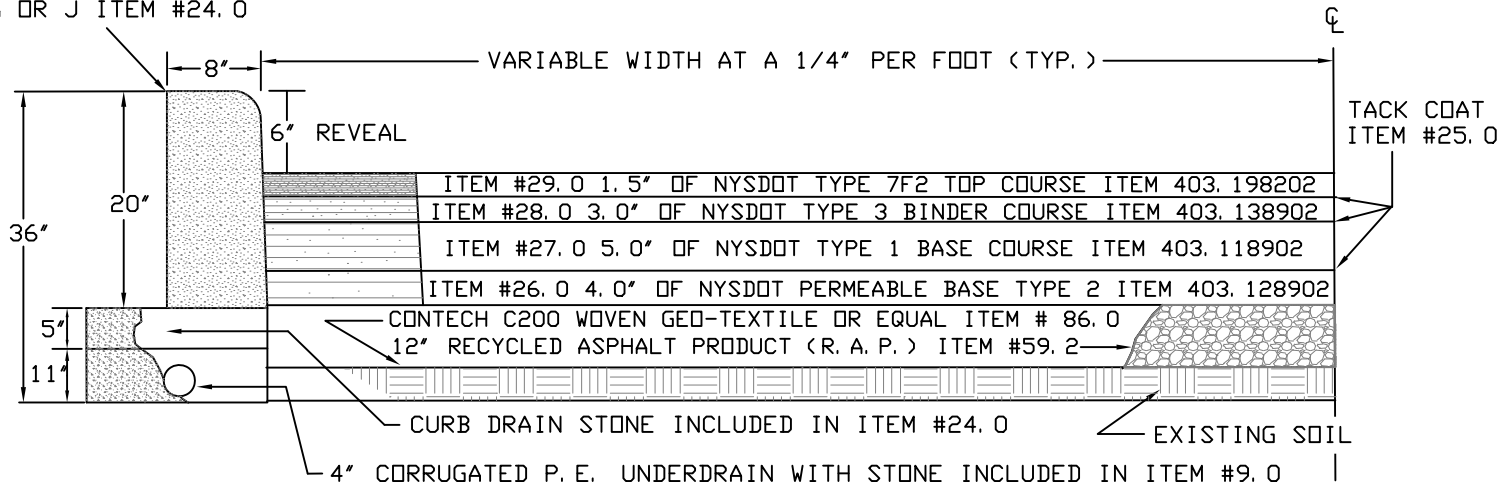
# LIGHT DUTY PAVEMENT SECTION WITH NEW CONCRETE CURB



NOT TO SCALE

# FULL DEPTH PAVEMENT SECTION

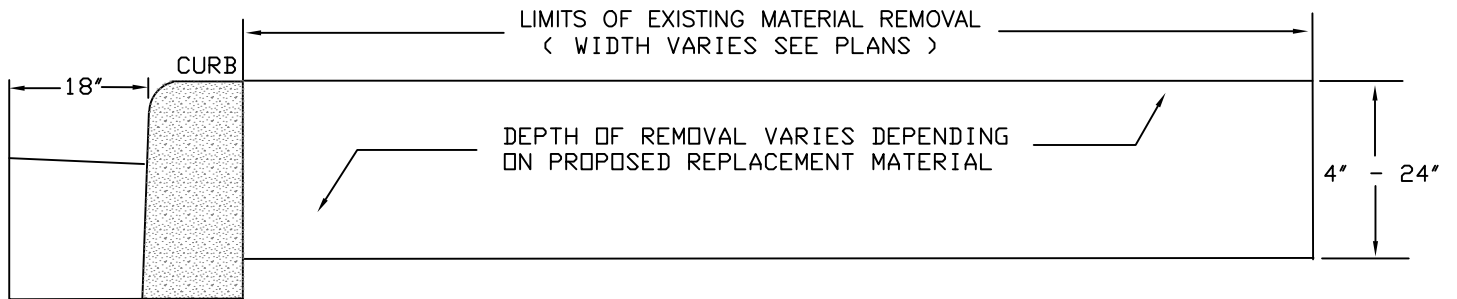
NEW CONCRETE CURB CLASS  
A OR J ITEM #24.0



NOT TO SCALE



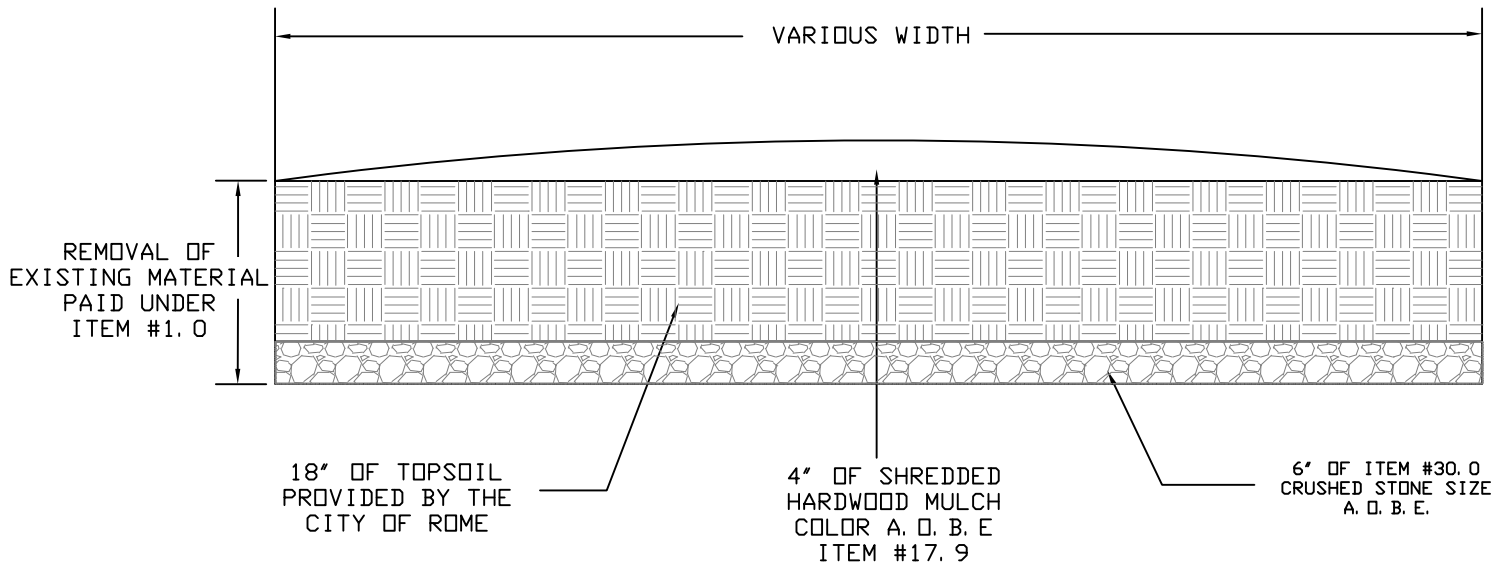
# EXISTING MATERIAL REMOVAL DEPTH



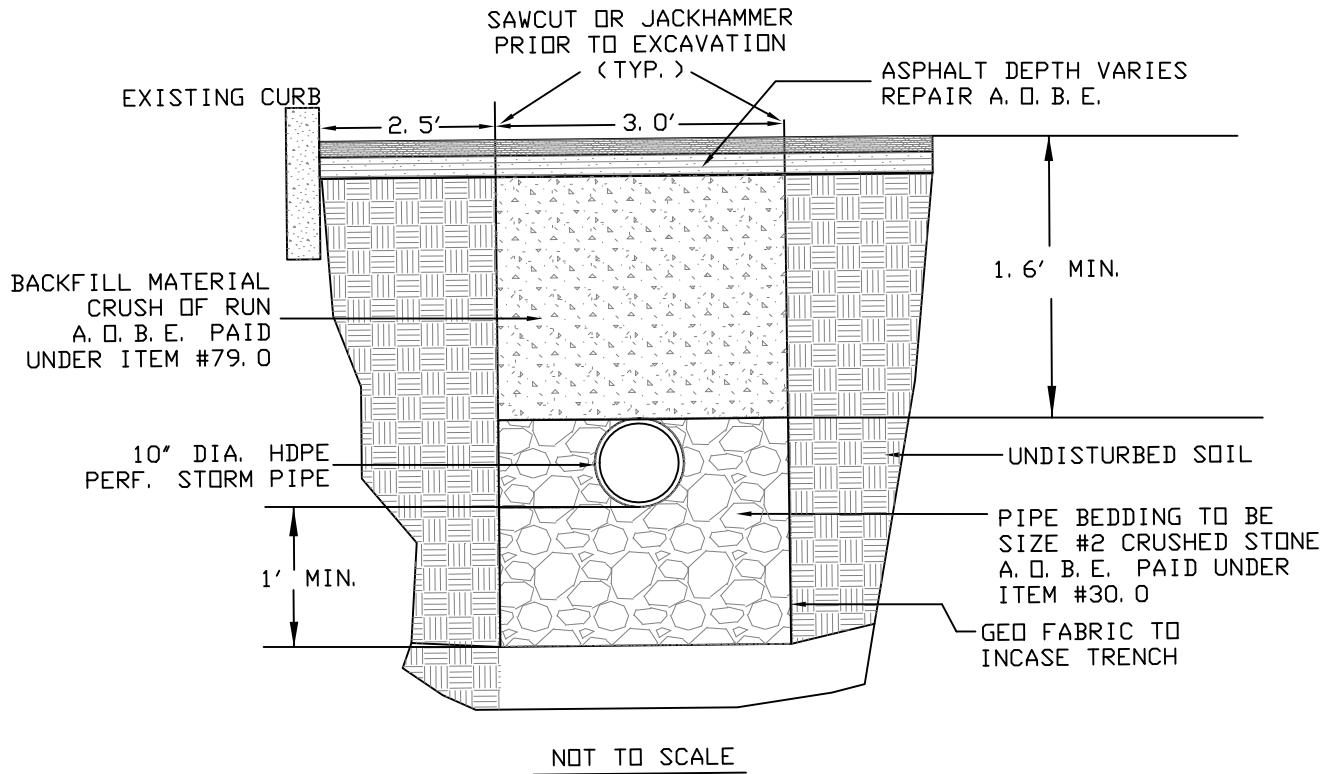
NOT TO SCALE

# NEW LANDSCAPING AREA

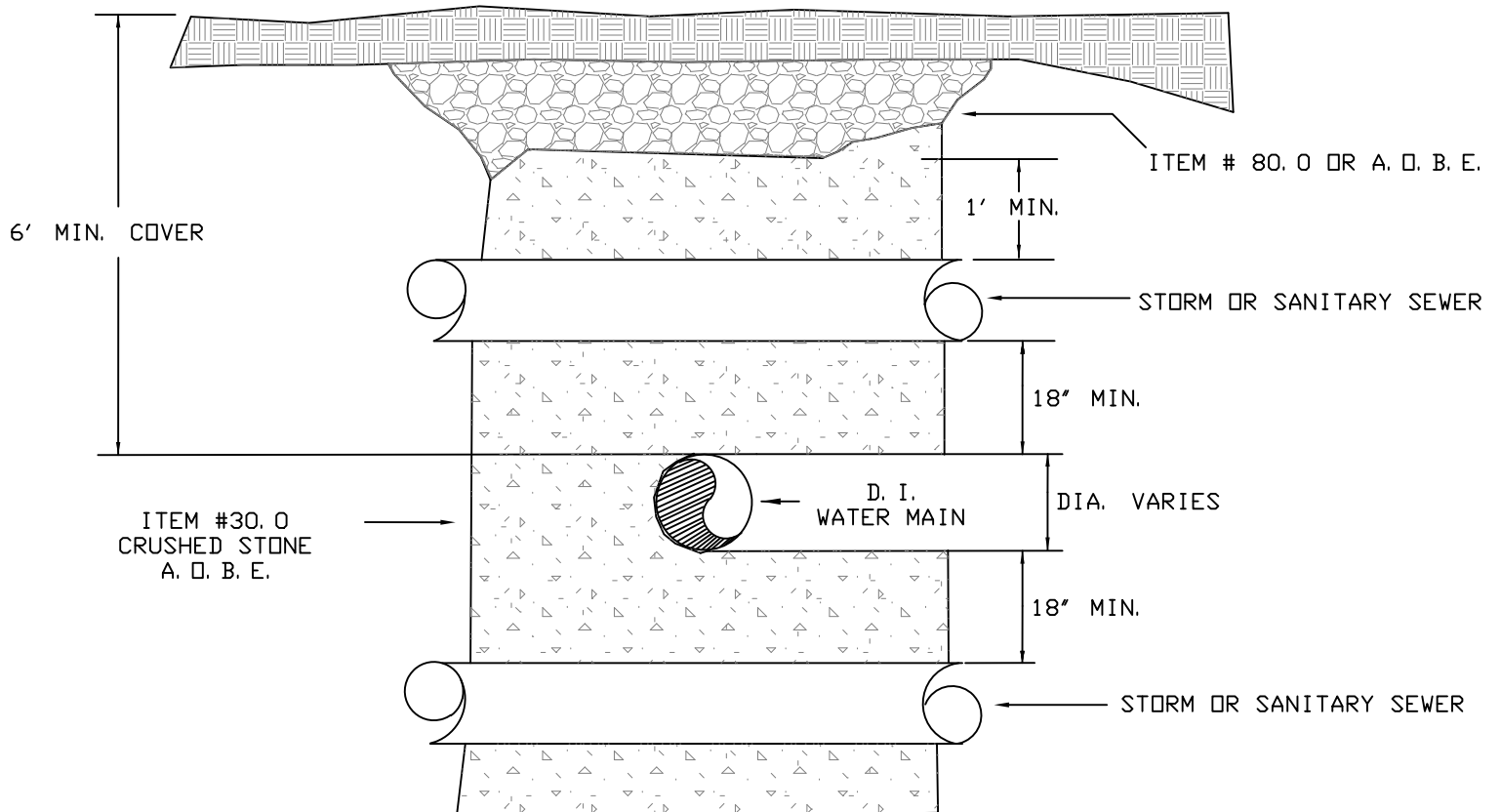
## PROFILE



# PERFORATED STORM LINE DETAIL

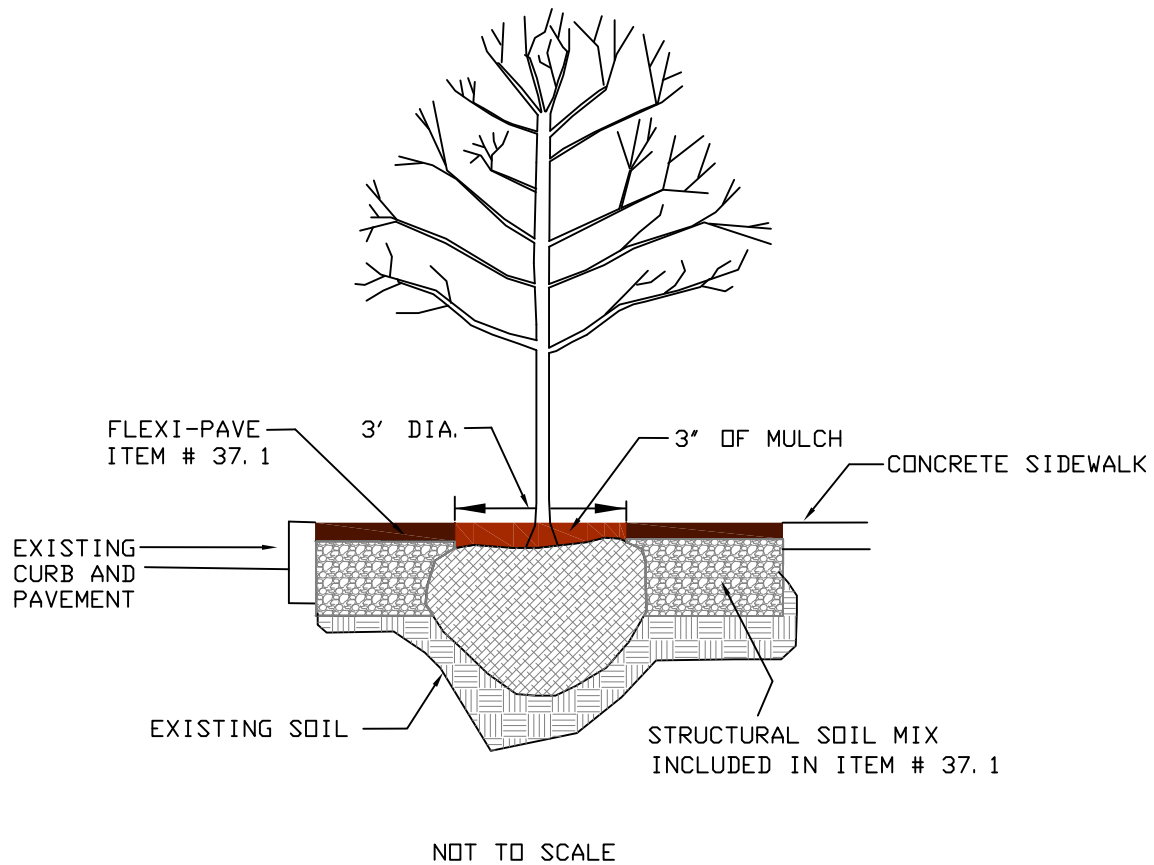


# WATER/STORM OR SANITARY CROSSING



NOT TO SCALE

# RESTORATION OF EXISTING TREE PLANTING



## NOTES:

1. Structural soil mix shall be from Cornell University.
2. Structural soil shall not be placed in excessively moist conditions.
3. "Biobarrier" by Typar shall be installed parallel to sidewalk.
4. The bottom and side walls of excavation shall be scarified with a rake.