

**RFB-2025-011**  
**CONTRACT DOCUMENTS**  
**for the**  
**200 RAILROAD STREET DEMOLITION**  
**City of Rome, Oneida County, New York**



City of Rome  
198 North Washington Street  
Rome, New York 13440

May 22, 2025

200 RAILROAD STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**TABLE OF CONTENTS**

**GENERAL INFORMATION**

Bid Advertisement  
Non-Bidder's Response  
BC-1 Bidders Checklist

**BID DOCUMENTS**

**Standard**

BD-1 Bid Form  
BD-2 Bid Bond  
BD-3 Bid Summary Form  
BD-4 Bidder Information Sheet  
BD-5 Certified Copy of Resolution of Board of Directors  
BD-6 Non-Collusive Bidding and Disbarment Certification  
BD-7 Affidavit of Worker's Compensation

**POST BID DOCUMENTS**

**Standard**

PB-1 Proof of Ability to do Work in New York State, or Covenant to Obtain  
(New York State Department of State)  
PB-2 Proof of Insurance  
PB-3 Performance Bond  
PB-4 Emergency Contact Numbers

200 RAILROAD STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**TABLE OF CONTENTS**  
**(Continued)**

**GENERAL CONDITIONS**

**Standard**

- GC-1 City of Rome Draft Agreement and General Conditions
- GC-2 New York State Prevailing Wage Rate Schedule

**Project Specific**

- GC-3 Variance Petition for Controlled Demolition of Abandoned Structures
- GC-4 Landfill Permit
- GC-5 Utility Disconnect Information

**SPECIFICATIONS**

- 003300 Existing Conditions
- 011000 Summary
- 013300 Submittal Requirements
- 015000 Temporary Facilities and Controls
- 015726 Dust Control & Air Monitoring
- 017424 Site Restoration
- 022116 Environmental Health and Safety
- 024119 Demolition
- 025100 Decontamination Procedures
- 310000 Earthwork
- 311000 Site Clearing
- 312500 Erosion and Sedimentation Controls
- 329219 Seeding

**DRAWINGS**

200 RAILROAD STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**GENERAL INFORMATION**



## **Bid Advertisement**

Sealed bid will be received by the City Clerk of the City of Rome, New York, up until:  
JUNE 19, 2025, 11:00 AM for the following project:

### **RFB-2025-011**

200 Railroad Street Demolition Project

### **BID OPENING**

Bid will be publicly opened and read aloud on JUNE 19, 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-2025-011 200 Railroad Street Demolition 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 June 13, 2025.

**PRE-BID CONFERENCE & PROJECT QUESTIONS**

There will not be a pre-bid conference held for this project bid.

All project and bid questions must be received by:

June 13, 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 (MWBs). 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: May 29, 2025

Eric Seelig, City Clerk

City of Rome, NY

Board of Estimate and Contract

200 RAILROAD STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

RFB-2025-011  
**NON-BIDDERS RESPONSE**

If you choose not to bid on this project, please consider returning this form to the following address:

Rome City Clerk  
1st Floor, Rome City Hall  
198 N Washington St  
Rome, New York 13440

**NON-BIDDERS RESPONSE**

VENDOR NAME: \_\_\_\_\_

For purposes of striving to improve our bidding process, as well as to facilitate your firm's response to our future invitations to bid, we are interested in ascertaining reasons why you chose not to bid on this particular project. In this regard, please provide a short explanation/reason for your choice not to bid in the space provided below:

---

---

---

---

200 RAILROAD STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BC-1**  
**BIDDER'S CHECKLIST**

In order to submit a complete bid, Bidders must submit the following documents:

**STANDARD**

- ☐ Completed Bid Form (BD-1)
  - ☐ Bid Bond or Certified Bank Check – 5% of total base bid (BD-2)
  - ☐ Completed Bid Summary Form (BD-3)
  - ☐ Completed Bidder Information Sheet (BD-4)
  - ☐ Certified Copy of Resolution of Board of Directors (For Corporations) (BD-5)
  - ☐ Completed Non-Collusive Bidding and Disbarment Certifications (BD-6)
  - ☐ Completed Affidavit of Worker's Compensation (BD-7)
- 

The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

**STANDARD**

- ☐ Proof of Ability to do Work in New York State, or Covenant to Obtain (New York State Department of State) (PB-1)
  - ☐ Proof of Insurance (PB-2)
  - ☐ Performance Bond (PB-3)
  - ☐ Completed Emergency Contact Numbers (PB-4)
-

200 RAILROAD STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

***BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.***

# **BID DOCUMENTS**

# Standard

200 RAILROAD STREET DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-1 BID FORM – GENERAL CONSTRUCTION**

<b>COMPANY:</b>	<b>ADDRESS:</b>	
<b>CONTACT:</b>		
<b>SIGNATURE:</b>	<b>PHONE:</b>	
<b>DATE:</b>	<b>EMAIL:</b>	
<b>BID</b>		<b>TOTAL BID AMOUNT</b>
200 RAILROAD STREET DEMOLITION General Construction		\$ _____



THIS PAGE LEFT INTENTIONALLY BLANK

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS PAGE LEFT INTENTIONALLY BLANK

## **BID SUMMARY FORM**

City of Rome New York, herein called the Owner, for the DEMOLITION OF EXISTING STRUCTURE, located at 200 RAILROAD STREET, Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

**Summary of Project:**

The proposed project is the demolition, removal and disposal of the existing structure located at 200 Railroad Street, which has been condemned and contains asbestos-containing material. The intention of the project is to demolish and remove Buildings 1,2,3,4,6, and 35 as shown on the attached building map. This is the only available drawing and overall map of the buildings. The structure is to be demolished in accordance with the Contract Drawings. The structure, shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available.

**Bid Table:**

<b>Project Specification</b>		
Amount Bid in Words	Estimated Quantity	Bid Amount
<b>General Condition Requirements for Contractor</b> (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.)  _____ Lump Sum	Lump Sum	\$ _____
<b>Environmental Health and Safety</b> (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.)  _____ Lump Sum	Lump Sum	\$ _____
<b>Demolition</b> (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.)  _____ Lump Sum	Lump Sum	\$ _____
<b>Removal, Loading and Transport of Asbestos Contaminated Materials</b> (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner.  _____ Per Ton	8,000  Ton	\$ _____
<b>Field Change Allowance</b> (To be used as directed by the Engineer)	Lump Sum	<u>\$50,000.00</u>
<b>Total for Project Work</b> (in words):  _____	\$ _____	

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

**The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.**

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.



**List of Subcontractors:**

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	

200 RAILROAD ST  
ROME, NEW YORK

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number  
or Federal Identification Number:

Signature of Individual or Corporate Name:

\_\_\_\_\_

\_\_\_\_\_  
Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(City, State, Zip Code)

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

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

All documents provided in the Contract Documents are made a condition of the Bid.

THIS PAGE LEFT INTENTIONALLY BLANK

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD – 4**  
**BIDDER INFORMATION SHEET**

NAME OF BIDDER\*: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

TYPE OF ENTITY:            CORPORATION \_\_\_\_ PARTNERSHIP \_\_\_\_ INDIVIDUAL \_\_\_\_

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: \_\_\_\_\_

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

\_\_\_\_\_  
\_\_\_\_\_

LIST OF OFFICERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LIST OF DIRECTORS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF A PARTNERSHIP: \_\_\_\_\_

PARTNERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME OF PARTNERSHIP: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

\*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

THIS PAGE LEFT INTENTIONALLY BLANK

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-5**  
**CERTIFIED COPY OF**  
**RESOLUTION OF BOARD OF DIRECTORS**

\_\_\_\_\_  
(NAME OF CORPORATION)

“Resolved that \_\_\_\_\_,  
(Person Authorized to Sign) (Title)  
of \_\_\_\_\_ authorized to sign and submit Bid for this corporation  
(Name of Corporation) for the following project: \_\_\_\_\_

\_\_\_\_\_  
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

\_\_\_\_\_  
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

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

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

THIS PAGE LEFT INTENTIONALLY BLANK

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-6**  
**NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS**

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 his knowledge and belief:

- (1) The prices in the 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 to any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where 1, a, b, and c above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,



200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address:

\_\_\_\_\_  
*Street or P.O. Box Number*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip*

Federal Identification No:

Name of Contact Person:

Phone No. of Contact Person:

If Bidder is a Corporation:

\_\_\_\_\_  
*Presidents Name and Address*

\_\_\_\_\_  
*Vice Presidents Name and Address*

\_\_\_\_\_  
*Other Officer's Name and Address*

If Bidder is a Partnership:

\_\_\_\_\_  
*Partners Name and Address*

\_\_\_\_\_  
*Partners Name and Address*

If Bidder is a Sole Proprietorship

\_\_\_\_\_  
*Owners Name and Address*

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:**

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

\_\_\_\_\_  
(Legal name of Person, Corporation, or  
Firm which is Submitting Bid or Proposal)

Date \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Person Representing Above)

As: \_\_\_\_\_  
(Official Title of Signator in Above Firm)

**(Acknowledge By a Corporation)**

STATE OF NEW YORK )

) SS:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

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

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**(Acknowledge By Partnership)**

STATE OF NEW YORK )

) SS:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of \_\_\_\_\_ for the uses and purposes mentioned herein.

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

**(Acknowledge By Individual Contractor)**

STATE OF NEW YORK )

) SS:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

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

THIS PAGE LEFT INTENTIONALLY BLANK

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BD-7**  
**AFFIDAVIT OF WORKERS COMPENSATION**

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

of \_\_\_\_\_ being  
duly sworn, deposes and says that he now carries or that he has applied for a New York State  
Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and  
to comply with the provisions thereof.

Signed: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

THIS PAGE LEFT INTENTIONALLY BLANK

# **Project Specific**



# **POST BID DOCUMENTS**

# Standard

**PB-1 Provide  
Proof of Ability to do work  
in New York State**

**or**

**Covenant to Obtain**

**PB-2 Provide  
Proof of Insurance**

# Construction Performance Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date: Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Construction Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

### CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
  2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
  3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
    - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
    - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
    - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
  4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
    - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
    - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
  5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
  6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract.
- To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
  7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
  8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
  11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
  12. Definitions.
    - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
    - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.

200 RAILROAD ST DEMOLITION  
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**PB – 4**  
**EMERGENCY CONTACTS**

CONTACT PERSON	CAN BE REACHED AT*
1. _____	_____ (cell) _____ (land line)
2. _____	_____ (cell) _____ (land line)
3. _____	_____ (cell) _____ (land line)

**WEEKEND / AFTER HOURS / HOLIDAY EMERGENCY CONTACTS**

CONTACT PERSON	CAN BE REACHED AT*
1. _____	_____ (cell) _____ (land line)
2. _____	_____ (cell) _____ (land line)
3. _____	_____ (cell) _____ (land line)

\* Please indicate cell and land line (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.

## **Project Specific**



# **GENERAL CONDITIONS**

**GC-1**

**City of Rome Draft Agreement &  
General Conditions**

# PROPOSAL

## PROPOSAL

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

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

**RFB-2025-011** 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.

# **DRAFT AGREEMENT**

## **DRAFT AGREEMENT**

**CONTRACT FOR:** \_\_\_\_\_

\_\_\_\_\_

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 The plans/specifications for this **Contract** were prepared by City of Rome.

3.2 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**.

3.3 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**.

3.4 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 **Owner** will provide 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: **45 DAYS**. 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 sublessees, 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 persons, 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 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** of 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 therefore 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 take action 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. The owner shall retain five [5] percent of each estimate amount until final completion and acceptance of all work covered by this contract.

**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 **Contractor**. 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, are 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 \_\_\_\_\_, 2\_\_\_\_ 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)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

\_\_\_\_\_ of \_\_\_\_\_, the corporation described herein, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said Corporation, and that he/she signed his name thereto by like order.

(seal)

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

\_\_\_\_\_, the partnership described herein,  
and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the  
same as and for the act and deed of said firm.

(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:

\_\_\_\_\_

## **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.

## **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, subd. 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 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 invoking 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.

# **INFORMATION TO BIDDERS**



## **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 “Board of Estimate and Contract, City of Rome, New York,” and shall be endorsed  
The Owner may consider as informal any bid not prepared and submitted in accordance with the provisions hereof.

#### **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.

### **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 **45 DAYS**. Extensive Liquidated Damages Procedures are 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". The contract will be awarded based on the base bid and any combination of alternate bid items as deemed in the best interest of the City by the Commissioner of Public Works.

## **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 non-discrimination 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.

#### 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.

#### 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.

### **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 City / 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 insure 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.

### **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 placed 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**

Taking into account 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

### **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. Stormwater 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 relocation's 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.

## **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.

\*\*\*\*\*

## **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, bitumens, 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.

## **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.

### **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, contingencies, 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.

## **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.

Refer to individual Specification Sections for required submittal items/materials.

**GC-2**

**New York State  
Prevailing Wage Rate Schedule**



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 05/16/2025  
PRC# 2025005934

Location 200 Railroad St  
Project ID# RFB-2025-011  
Project Type This project involves the demolition of an existing warehouse structure.

### 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.

## **Contractor Registry**

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

## **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

## **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 05/16/2025  
PRC# 2025005934

Location 200 Railroad St  
Project ID# RFB-2025-011  
Project Type This project involves the demolition of an existing warehouse structure.

### 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*

---

#### **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

### Boilermaker

05/01/2025

**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

### Carpenter - Building

05/01/2025

**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
----------	----------	----------	----------

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

05/01/2025

**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
---------	---------	---------	---------

2-42AtSS

## Carpenter - Heavy&Highway

05/01/2025

**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
----------	----------	----------	----------	----------

### 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
----------	----------	----------	----------

## 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

05/01/2025

## 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

05/01/2025

**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*
---------------	------------	------------	------------

\*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

<b>Elevator Constructor</b>	<b>05/01/2025</b>
-----------------------------	-------------------

**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

**Glazier**

**05/01/2025**

**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:

Journeyman \$ 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

**Insulator - Heat & Frost**

**05/01/2025**

**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
----------	----------	----------	----------

7-30-Syracuse

### Ironworker

05/01/2025

### 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>05/01/2025</b>
---------------------------	-------------------

**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>05/01/2025</b>
------------------------------------	-------------------

**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

05/01/2025

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**

**05/01/2025**

**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
-----------------------	-------

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

05/01/2025

**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

05/01/2025

### 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

05/01/2025

**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

05/01/2025

**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**

**05/01/2025**

**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

05/01/2025

**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

05/01/2025

**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

05/01/2025

### 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

05/01/2025

**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
---------------	----------	----------

**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
------------	------------

All Terms: \$ 30.95 \$ 32.05

6-158-545b.s

**Operating Engineer - Heavy&Highway**

**05/01/2025**

**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; Guniting 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

05/01/2025

**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

05/01/2025

**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

05/01/2025

**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

05/01/2025

**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	05/01/2025
---------	------------

### 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

05/01/2025

**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

05/01/2025

### 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
Plumber	\$ 43.65	\$ 45.93	\$ 3.45*
Steamfitter	43.65	45.93	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	\$ 15.15
	+ 17.85**	+ 18.67**

\*\* 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
-----	-----	-----	-----	-----

50%	55%	60%	70%	85%
-----	-----	-----	-----	-----

**SUPPLEMENTAL BENEFITS** per hour:

1st Term:	\$ 14.90	\$ 15.15
	+ 8.35**	+ 8.92**

All others:	\$ 14.90	\$ 15.15
	+ 13.39**	+ 14.21**

\*\* 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**

**05/01/2025**

**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
---	---------

6-195

## Sheetmetal Worker

05/01/2025

**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
---------------	----------

### 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

05/01/2025

**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
---------------------	----------

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.82
---------------	----------

### 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>05/01/2025</b>
----------------------------	-------------------

**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
---------------	----------	----------

### 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>05/01/2025</b>
-------------------------------------	-------------------

**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

05/01/2025

## 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)
<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)														
<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="border: 1px solid black; padding: 5px; margin-top: 10px;"><p>PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____</p></div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"><p>OFFICE USE ONLY</p></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)
<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																							
<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)																						

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     05/13/2025**

**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     05/13/2025**

**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     05/13/2025**

**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     05/13/2025**

**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	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
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 JERICO 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 ALLEN TOWN PA 18104	09/17/2020	09/17/2025

**NYSDOL Bureau of Public Work Debarment List     05/13/2025**

**Article 8**

DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
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	*****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	DOL	*****4772	R. W. LOBDELL CONSTRUCTION, INC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
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 BISSEAR		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	*****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 TRAVALJA		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     05/13/2025**

**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

**GC-3**

**Variance Petition for  
Controlled Demolition of  
Abandoned Structure**

**GC-4**

**Landfill Permit**

**GC-5**

**Utility Disconnect Information**

## TECHNICAL SPECIFICATIONS

112 COLUMBUS AVENUE  
ROME, NEW YORK

### TABLE OF CONTENTS

#### *TECHNICAL SPECIFICATIONS*

00 33 00	Existing Conditions.....	00 33 00-1
01 10 00	Summary .....	01 10 00-1
01 33 00	Submittal Requirements .....	01 33 00-1
01 50 00	Temporary Facilities and Controls.....	01 50 00-1
01 57 26	Dust Control & Air Monitoring .....	01 57 26-1
01 74 24	Site Restoration .....	01 74 24-1
02 21 16	Environmental Health and Safety.....	02 21 16-1
02 41 19	Demolition .....	02 41 19-1
02 51 00	Decontamination Procedures .....	02 51 00-1
02 80 03	Disposal of Non-Hazardous Industrial Commercial Waste .....	02 80 03-1
02 82 13	Asbestos Abatement .....	02 82 13-1
31 00 00	Earthwork.....	31 00 00-1
31 10 00	Site Clearing.....	31 10 00-1
31 25 00	Erosion and Sedimentation Controls.....	31 25 00-1
32 92 19	Seeding.....	32 92 19-1

## SECTION 00 33 00

### EXISTING CONDITIONS

#### PART 1 GENERAL

##### 1.1 DESCRIPTION

- A. The structure located at 200 Railroad Street, Rome, NY (Site) has been condemned and identified by the City of Rome for demolition in preparation for re-development of the Site and revitalization of the neighborhood area.
- B. Location: The structure is located at 200 Railroad St in the City of Rome, Oneida County, New York.
- C. Site Features: The Site is a former manufacturing warehouse. The site is currently vacant. The building construction consists of asbestos containing materials (ACM).
- D. Land Use: The Site previously operated as a manufacturing plant. The previous structure contains ACM and has been condemned and identified for demolition by the City of Rome.

##### 1.2 LIMITATIONS OF SUBSURFACE EXPLORATIONS

Not Applicable

##### 1.3 LIMITATIONS OF EXISTING KNOWN UTILITIES

- A. Do not infer that utility locations shown on the Drawings are accurate, or that all existing utilities and structures are depicted. Identify the location of the utilities required to complete the work.

#### PART 2 PRODUCTS

Not Applicable

## PART 3 EXECUTION

### 3.1 SUPPLEMENTAL SUBSURFACE INVESTIGATION

Not Applicable

### 3.2 SUPPLEMENTAL UTILITY LOCATION AND RESPONSIBILITY

- A. Locate all existing utilities and underground structures in the vicinity of the Work Area on the Site.
- B. Identify and mark utilities in accordance with New York regulations. Contact DIG SAFELY NEW YORK at 811 or 1-800-962-7962 before starting on-site excavation.
- C. Repair all work-related damage to existing utilities, which are to remain in service, at no expense to the City of Rome.
- D. Contact the affected utility and property owners as soon as damage is discovered.
- E. The cost for performing the Work described in Subpart 3.2, excluding 3.2C, is considered incidental to the Work.

END OF SECTION

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Contract description.
  - 2. Definitions.
  - 3. Contacts
  - 4. Access to site.
  - 5. Work Hours.
  - 6. Control of work.
  - 7. Legal notification.
  - 8. Special site consideration.
  - 9. Site security.
  - 10. Site safety.
  - 11. Winter Shutdown.
  - 12. Specification conventions.

##### 1.2 CONTRACT DESCRIPTION

- A. This Specification section provides a general description of the Work. The Contractor shall refer to the appropriate detailed Specifications section for project specifics.
- B. The City of Rome is accepting bids for demolition activities at 200 Railroad St, Rome, NY.
- C. General Description of proposed Work:
  - 1. The proposed project consists of the demolition of a condemned building located at 200 Railroad St, Rome, NY.
  - 2. The Site is bound by Railroad Street to the North.
  - 3. The structure contains asbestos containing materials (ACM).
  - 4. All utilities and structures shall be verified prior to commencement of demolition activities.
  - 5. The Site is to be cleared and grubbed as necessary to perform the Work.
  - 6. Temporary construction fence shall be installed in accordance with the Contract Drawings.
  - 7. Erosion and sediment controls shall be installed, maintained, inspected, and repaired (as needed) in accordance with the Contract Drawings.
  - 8. Stockpiling and staging areas shall be designated in accordance with the Contract Drawings.
  - 9. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings.



10. Stockpiles should be staged with appropriate sediment control measures in accordance with the Contract Drawings.
  11. Steel shall be segregated from all other waste generated during demolition activities.
  12. All waste generated during demolition shall be properly disposed of off-Site in accordance with the Contract Documents. Waste shall be disposed of at a New York State Department of Environmental Conservation (NYSDEC) permitted facility, as specified by the Owner.
  13. Following demolition activities, backfill and seed shall be installed in accordance with the Contract Drawings and all temporary erosion and sediment control measures and temporary fence shall be installed after grass areas have been well established and the Site has been inspected and approved by the Owner and/or the Engineer in accordance with the Contract Drawings.
  14. The Work will include and protection of existing above ground and underground utilities.
- D. All Work items are to be conducted according to the Technical Specifications and the Contract Drawings.
- E. The Work shall be planned, scheduled, and performed in stages to complete the Work within the requirements of the Contract Document. Work shall be scheduled to be of as little inconvenience to the property owners as possible and shall be conducted in such a manner so as to have as little impact on existing land use as possible.

### 1.3 DEFINITIONS

- A. Definitions of contractual or associated parties, referenced herein on the Contract Drawings and in the Technical Specifications, are listed below:
1. CITY— City of Rome (Property Owner).
  2. ENGINEER — City of Rome
  3. CONTRACTOR—A person, company or organization who has contracted with the CITY and is directly responsible for performance of the Work referenced in the Technical Specifications, Contract Drawings or as included herein.
  4. SUBCONTRACTOR—A person, company or organization who has contracted with the CONTRACTOR for the purpose of supplying services, materials, assemblies or other items as required to perform the Work referenced in the Technical Specifications, Contract Drawings or as included herein.
  5. Others—A person, company or organization who has contracted with the CITY for the purpose of supplying services, materials, or other items of Work independent of those services, materials, or other items of Work supplied by the CONTRACTOR.

### 1.4 CONTACTS

- A. Table 1 –Contact List

Name	Email	Address	Phone
<b>City of Rome</b>			

Adjacent Property Owners			

## 1.5 ACCESS TO SITE

- A. The CONTRACTOR shall have access to the Site as shown on the Contract Drawings and in accordance with the Technical Specifications, and in general the Contract Documents.
- B. The Limits of Disturbance (LOD)s shall be as described in these Technical Specifications and depicted on Contract Drawings. All Work shall be confined to the LODs and completed to the lines, grades, and dimensions called for on the Contract Documents unless directed otherwise by the CITY. All Work performed beyond designated limits without prior approval shall be corrected to the CITY satisfaction, at no additional cost to the CITY.
- C. The Contractor shall observe applicable traffic laws and New York State Department of Transportation (NYSDOT) requirements.
- D. All project and personnel vehicles shall be parked in designated areas.

## 1.6 WORK HOURS

- A. Work shall be performed during periods in which adequate light levels are available to provide a safe working environment. Night work shall not be allowed for performance of the Work without written prior approval from CITY.

## 1.7 CONTROL OF WORK

- A. All work shall be performed within extents displayed on Contract Drawings. CONTRACTOR shall verify with the ENGINEER extents of Work prior to starting Work. CONTRACTOR shall notify CITY and ENGINEER of discrepancies. Confirm Contract Drawing dimensions and extents.

## 1.8 LEGAL NOTIFICATION

- A. The CONTRACTOR shall give all notices and comply with all laws, ordinances, codes,

permits, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the CONTRACTOR performs any Work contrary to such laws, ordinances, codes, permits, rules, and regulations, CONTRACTOR shall bear all costs arising therefrom. It is the responsibility of the CONTRACTOR to identify and secure any and all permits to be maintained during the course of the project as required to execute the Contract.

B. CITY will provide the following documents/permits:

1. Access Permits:
  - a. Right of Entry

C. CONTRACTOR shall obtain, comply with, and execute all permits as needed.

#### 1.9 SPECIAL SITE CONSIDERATION

A. The CONTRACTOR shall control storm water runoff in accordance with the New York State Standards and Specifications for Erosion and Sediment Control (current edition).

B. CONTRACTOR shall use ultra-low sulfur #2 diesel fuel in all diesel construction equipment used during the project.

#### 1.10 SITE SECURITY

A. Security will not be provided by ENGINEER or the CITY. The CONTRACTOR shall, at all times, take reasonable precautions in conducting all operations under this contract in a manner to avoid the risk of loss, theft or damage to the equipment and supplies. ENGINEER or the CITY will not be responsible for the loss, theft, or damage of the CONTRACTOR 's equipment.

B. The CONTRACTOR shall be responsible for providing barricades, signs, flags, caution tape, and other means, as necessary, to prevent unauthorized access to the site and protect the Work, materials and equipment stored onsite.

#### 1.11 SITE SAFETY

A. The CONTRACTOR shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue N.W., Washington, DC 20013, or at the following web address: [www.osha.gov](http://www.osha.gov). The CONTRACTOR shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended.

B. The CONTRACTOR shall provide at least one non-freezing-type fire extinguisher in each Work vehicle on the premises.

C. The CONTRACTOR shall provide and maintain a basic first aid kit.

1. Provide first aid supply commensurate with size of project with items necessary for first aid treatment of all injuries.
2. Advise workers of the location of first aid supplies.
3. Post telephone numbers of nearest hospital or ambulance service and fire station in conspicuous location. Advise all workers of location of telephone numbers.

- D. The CONTRACTOR shall provide protection for pedestrians and vehicles when construction is within public rights-of-way. Trenches or excavation left open overnight shall be clearly delineated and barriers should be placed to prevent access.
- E. The CONTRACTOR will be required to provide safety measures for during and outside of construction work hours in accordance with permitting requirements.

#### 1.12 WINTER SHUTDOWN

- A. The CONTRACTOR may not suspend work due to winter weather conditions until the following requirements have been met:
  - 1. All open trenches and excavations have been backfilled to the ground surface. Barriers around open excavations and trenches will not be acceptable.
  - 2. There are no unsecured or unfinished stretches of pipes between sewer manholes. Do not start Work unless it is certain that construction and mitigation can be managed.
  - 3. Make preparations for winter conditions before the weather and physical condition of the right-of-way have degraded to the point where effective implementation of the stabilization measures is precluded.
  - 4. If hydrostatic testing might occur during unfavorable conditions, plan for using locations where access and operations will not require elaborate drainage and erosion control installation under adverse conditions.
  - 5. All roads that are not permanently restored shall be suitably repaired for the road's intended use during the shutdown period.
  - 6. Remove all materials and equipment from public right of way.
  - 7. All exposed soils shall be at least rough graded, and drainage patterns shall be restored. Apply erosion and sediment controls (i.e., silt fence) and temporary seeding of critical areas as Specified in Section 32 92 19 – Seeding.
  - 8. Inspect temporary erosion and sediment controls and ensure they are in good working order.

#### 1.13 SPECIFICATION CONVENTIONS

- A. Some of these specifications are written in imperative mood and streamlined form. This imperative language is directed to the CONTRACTOR, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 013300  
SUBMITTAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 REQUIREMENTS INCLUDED

- A. Products data, waste tickets, supervisor logs, air monitoring logs, and any other applicable documents generated as part of Work.

1.3 SHOP DRAWINGS AND PRODUCTS DATA

A. General:

1. Review and submit to the Engineer project data required by the Specifications Sections.
2. The Contractor shall prepare and submit for the City and Engineer, Product Data required to be submitted for the Work. The Product Data submittal shall correspond with the demolition schedule so that the submissions relate to the time when the products and/or systems will be required on the site. The City and Engineer will not approve a schedule that calls for out-of-sequence submittals.

B. Shop Drawings:

1. Original drawings, if applicable, shall be prepared by General Contractor, Subcontractor, which illustrate some portion of the Work, showing fabrication, layout, setting, or erection of details.
  - a. Shop drawings shall be prepared by a qualified detailer.
  - b. Details shall be identified by reference to sheet and detail numbers indicated on Contract Drawings.
  - c. Maximum sheet size shall be 24-inch by 36-inch.
  - d. Submit with the required number of opaque prints specified herein.

C. Product Data:

1. Manufacturers' catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Provide manufacturer's catalogue sheet, specification for each product and other pertinent data as required under the individual specification.
  - a. Modify product data submittals to delete information that is not applicable to the project.
  - b. Supplement standard information to provide additional data that is applicable to the project.
  - c. Clearly mark each copy to identify pertinent materials, products, or models.
  - d. Show dimensions and clearances required.
  - e. Show performance characteristics and capacities.

2. All such data shall be specific and identification of material or equipment submitted shall be clearly made in ink. Data of general nature will not be accepted.
  3. Product Data shall be accompanied by transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself.
- D. Samples: Samples will not be required for this Project.
- E. Mock-ups: Mock-ups will not be required for this Project.
- F. Other: waste tickets, supervisor logs, air monitoring logs, and any other applicable documents generated as part of Work shall be submitted to the City and Engineer in accordance with this specification and the Contract Documents.

#### 1.4 GENERAL CONTRACTOR'S RESPONSIBILITIES:

- A. Review shop drawings and product data prior to submission. Verify:
1. Field demolition criteria.
  2. Conformance with Specifications.
  3. Integration with adjoining work.
- B. All shop drawings prepared by subcontractors shall be processed through the General Contractor. The General Contractor shall check all the shop drawings for conformity with the Contract Documents prior to submitting same to the Engineer for approval. Certification shall appear on each shop drawing stating that the General Contractor has made his/her check. Format and content of the Contractor's certification stamp shall be subject to approval by the Engineer and shall include, but not be limited to:
1. The Term "By Others" shall not be used on shop drawings, the General Contractor shall state by whom related items are to be furnished and/or installed.
  2. The Engineer reserves the right to reject and return to the General Contractor, without examination, any shop drawings which have not been previously checked and certified as outlined above, which carry the term "by other" or such vague reference, which are difficult to read, which have arrived by e-mail or which in any way are obviously not in conformity with Contract Requirements.
  3. Such approval by the City and Engineer will not relieve the General Contractor from responsibility for errors of any sort in the shop drawings, nor for the proper coordination of any submittal with all other work. If the shop drawings deviate, or are intended to deviate, from the Contract Documents, the General Contractor shall so advise the Engineer in writing at the time the shop drawings are submitted, stating the difference in value between the Contract requirements and that denoted by said shop drawings.
  4. The General Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent shop drawing is withheld due to the failure of the General Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Engineer a reasonable time, not to exceed ten (10) calendar days, for normal checking and processing of each submission or resubmission.
  5. Delay caused by not providing adequate design review time of submittals will be at the Contractor's expense.
- C. Coordinate each submittal with the requirements of the Contract Documents.

- D. The General Contractor's responsibility for errors and omissions in submittals is not relieved by the Engineer's review and approval of submittals, unless the Engineer gives tentative written acceptance of specific deviations identified as such.
- E. Notify the Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents or previous submissions.
- F. Work that requires submittals shall not commence unless submitted with Engineer's stamp and initials or signature indicating review and approval.
  - 1. No work shall be started on the job until pertinent shop drawings have been approved by the Engineer.
- G. Maintain one (1) copy of each approved submittal at the project site.

#### 1.5 SUBMISSION REQUIREMENTS:

- A. General: All submittals shall be made to the City and Engineer. The quantity and make-up of submittals shall be as established by the Engineer. The Engineer will log and distribute submittals for review.
- B. Make submittals promptly in accordance with approved schedules, and in such sequence as to cause no delay in the work.
- C. Submittals shall include:
  - 1. Date and revision dates.
  - 2. Project title and number.
  - 3. The names of:
    - a. City and Engineer;
    - b. General Contractor;
    - c. Subcontractor;
  - 4. Location of work and relation to adjacent structure or materials.
  - 5. Field dimensions clearly identified as such.
  - 6. Specification Section number and specific paragraph under which item is specified.
  - 7. Submission number.
  - 8. Applicable standards, such as ASTM number.
  - 9. A blank space, five-inch by four-inch, for the Engineer's stamp.
  - 10. Contractor's remarks. Identify exceptions or deviations from Contract Documents and reasons for them.
    - a. If shop drawings submitted by the General Contractor indicate a departure from the Contract and the Engineer deems it to be minor adjustment in the interest of the City (subject to concurrence by the Contractor stating it does not involve a change in Contract Price or extension of time), the Engineer may approve the submission, but the approval shall be subject to the Engineer's review and acceptance.
    - b. The approval of the Engineer shall be inferred to contain in substance the following: The change is so ordered with the understanding that it does not involve any change in the Contract Price or Time, and that it is subject generally to all contract stipulations and covenants, and is without prejudice to any and all rights of the City under the Contract.
  - 12. General Contractor's stamp, initialed or signed certifying review and approval of submittal.
  - 13. Any other items as called for by the Engineer or required by the manufacturers.
  - 14. The Engineer reserves the right to ask for shop drawings for any or all items on the project, whether or not requested in individual specification sections, at no additional cost to the

Owner.

#### 1.6 RESUBMISSION REQUIREMENTS:

- A. Resubmission: Resubmission procedure shall follow the same procedures as the initial.
- B. Shop Drawings:
  - 1. Transmittal shall contain the same information as the first transmittal except that the submission number shall change sequentially. The drawing number/description shall be identical as the first transmittal but the date shall be the revised date for that submission.
  - 2. No new material should be included on the same transmittal for the resubmission.
  - 3. Indicate on drawings any changes which may have been made other than those requested by the Engineer.

#### 1.7 THE ENGINEER'S REVIEW AND DISTRIBUTION OF SUBMISSIONS

- A. The Engineer will evaluate and review submittals within the aforesaid review period timeframe (10 calendar days). After the Engineer's review, distribution shall be as stated herein.
  - 1. If the submittal is 'reviewed -', or 'reviewed, furnish as corrected', the Engineer shall compose a transmittal indicating the status. The Engineer shall stamp the submittals in concurrence with the status agreed to, and transmit back to the Contractor, with one (1) copy sent directly to the Owner. The Contractor shall then distribute said submittals to appropriate subcontractors. The Engineer shall retain one (1) copy for her/his records.
  - 2. If the submittal is 'reviewed - revise and resubmit' or 'rejected', the Engineer shall compose a transmittal indicating the status. The Engineer shall stamp the submittals in concurrence with the status agreed to and transmit back to the Contractor for resubmission. A copy of the transmittal, indicating that a submittal was disapproved and returned to the Contractor, will be forwarded from the Engineer to the Owner for their records.
  - 3. The review period for the Engineer will not exceed ten (10) calendar days from the established date of each submission indicated on the Schedule of Shop Drawings and Product Data, plus the additional time, if any, for distribution by the Contractor and receipt of submissions by the Engineer. The Contractor is required to anticipate review time, including time for possible rejection and resubmission, in establishing Schedule dates.
    - a. The aforementioned time provided to the Engineer for checking shop drawings is from the date of receipt of shop drawings by the Engineer to the mailing date of shop drawings returned to the General Contractor by the Engineer.
  - 4. The Engineer will process the submission and indicate the appropriate action on the submission and the transmittal. Incomplete or erroneous transmittals will be returned without action.
  - 5. The Engineer will prepare the transmittal in the following sequence:
    - a. Date received from Contractor.
    - b. Date returned to Contractor.
    - c. Action taken on submission.
    - d. Distribution, including number of copies distributed and type of material distributed.
    - e. Engineer's remarks (note major deviations from the Contract Documents).
- B. Engineer's Review Procedure:



1. Stamped REVIEWED:
  - a. No corrections or resubmissions required, fabrication may proceed.
2. Stamped REVIEWED:
  - a. If Contractor complies with noted corrections, fabrication may proceed. Submit corrected print for final review.
  - b. If, for any reason, the Contractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor shall resubmit, following procedures outlined in this Section.
3. Stamped REVIEWED, "REVISE AND RESUBMIT" OR "SUBMIT SPECIFIED ITEM", "REJECTED":
  - a. Contractor shall revise and resubmit for review. Fabrication shall not proceed.

C. Manufacturer's Instruction

1. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data, with one (1) additional copy submitted to the Engineer.

1.8 SCHEDULE OF VALUES

- A. Prior to the first request for payment, the General Contractor shall submit to the City and Engineer, a Schedule of Values of the various portions of the Work in sufficient detail to reflect various major components of each trade, including quantities when requested, aggregating the total contract sum, and divided so as to facilitate payments for work under each Section. The schedule shall be prepared in such form as requested by the Engineer, and it shall include data to substantiate its accuracy. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, including breakdown and values, requires the approval of the Engineer and shall be used only as a basis for the Contractor's request for payment.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

## SECTION 015000

### TEMPORARY FACILITIES AND CONTROLS

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the GENERAL CONDITIONS which are hereby made a part of this Section of the Specifications.
- B. Temporary Facilities and Controls will not be measured for payment; these costs shall be included in the overall cost to perform the demolition work under general conditions.

#### 1.2 TEMPORARY WATER

- A. All water for demolition activities and dust control shall be furnished and paid for by the General Contractor.
- B. Temporary hoses and temporary pipelines used for transporting water shall not be run unattended or unprotected across parking areas, vehicle entrances, walkways, plazas, or steps.
- C. The General Contractor shall provide an adequate supply of drinking water from approved sources of acceptable quality, satisfactorily cooled, for her/his employees and those of her/his Subcontractors.
- D. Use of the water may be discontinued if, in the opinion of the Engineer, it is wastefully used.

#### 1.3 WEATHER PROTECTION

- A. It is the intent of these Specifications to require that the General Contractor shall provide temporary enclosures and heat to permit demolition work to be carried on during the months of November through March as needed. Under no circumstances shall the Contractor suspend any work during the months of November through March because of their reluctance to provide and pay for temporary weather protection. These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of the Engineer. Included in the preceding category, without limitation, are such items as site work, excavation, steel erection, erection of certain "exterior" wall panels, roofing, and similar operations.
- B. "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind, and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Engineer and consistent with the approved demolition schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of demolition operations. The General Contractor shall furnish and install all "weather protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 50 degrees F. at the working surface. This provision does not supersede any specific requirements for methods of construction/demolition, curing of materials or the

applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.

- D. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.

#### 1.4 TEMPORARY POWER

- A. The Contractor shall be responsible to provide temporary power as needed to perform the work. Payment for the temporary power installation, consumption of energy and dismantling of the temporary power, including all permits and fees (excluding tipping fees), shall be the responsibility of the General Contractor.
- B. The General Contractor shall pay for the cost of electric energy consumed by herself/himself and by all of her/his subcontractors. Any temporary wiring of a special nature shall be paid for by the Subcontractor requiring it, such as:
  - 1. Special circuits required by electric welders, elevators, lifts or other special equipment requiring high-amperage and/or special voltage service, etc.
  - 2. Exterior lighting circuits for protection against vandalism, public warning lights, lights for advertising, and similar items.
- C. The General Contractor and all Subcontractors, individually, shall furnish all extension cords, sockets, motors, and accessories required for their work. They shall also pay for all temporary wiring of offices and buildings used by them. The General Contractor shall pay for her/his own offices.
- D. All temporary wiring installed by the Electrical Subcontractor shall be removed after it has served its purpose. Use copper wire only.
- E. All relocations of temporary service to meet demolition and/or phasing requirements shall be performed at no additional cost to the Owner.

#### 1.5 HOISTING EQUIPMENT AND MACHINERY

- A. All hoisting equipment and machinery required for the proper and expeditious prosecution and progress of the work shall be furnished, installed, operated and maintained in safe condition by the General Contractor for the use of all Subcontractors' material and/or equipment delivered to the designated hoisting area except that which is specifically required to be provided by the Subcontractors themselves and is so stated in each appropriately related Section of the Specifications. All costs for hoisting operating services shall be borne by the General Contractor unless specifically stated otherwise in the Contract Documents.
  - 1. A licensed equipment manufacturer's representative shall be present at all times, to witness the erection and dismantling of all hoisting equipment and machinery, whenever such equipment is being erected or dismantled. No such work will be performed without the presence of such representative.
  - 2. Hoisting equipment and machinery erection and dismantling shall be performed only by trained, certified and experienced riggers qualified to perform such work.

3. Copies of such licenses and/or certifications, clearly indicating qualifications, shall be provided to the Owner prior to commencement of such erecting and dismantling work.

- B. Review Drawings for openness of traffic access routes to installed destinations of specified equipment and furnishings.

#### 1.6 STAGING

- A. All staging, exterior and interior, required to be over eight feet in height, shall be furnished and erected by the General Contractor and maintained in safe condition by her/him without charge to and for the use of all trades as needed by them for proper execution of their work, except where specified to the contrary in any Section of the Specifications.
  1. Erection and dismantling of staging shall be performed only by trained, certified, and experienced staging personnel qualified to perform such work.
  2. Copies of such certifications, clearly indicating qualifications, shall be provided to the Owner prior to commencement of such erecting and dismantling work.

#### 1.7 MAINTENANCE OF ACCESS

- A. The General Contractor shall provide and maintain for the duration of his contract, a means of access to, around and within the site, for vehicular traffic and authorized personnel. This means of access shall be construed to sustain the weight of equipment customarily engaged for use in demolition projects of this type and magnitude. The General Contractor shall, without additional compensation from the City, furnish labor and materials as may be required from time to time to maintain this means of access in an acceptable condition as determined by the Engineer. Pedestrian access shall provide adequate protection against falling debris, slippage, adequate lighting, warning and directional signs, and protection against demolition activities.

#### 1.8 DUST CONTROL

- A. The General Contractor shall provide adequate means for the purpose of preventing any fugitive dust caused by demolition operations from leaving the site, creating a hazard, nuisance, and from entering adjacent occupied areas throughout the period of the demolition contract. The Contractor shall provide to the City a written Dust Control Plan describing what measure/controls that will be implemented for the work as described in Section 015726 Dust Control and Air Monitoring.
- B. This provision does not supersede any specific requirements for methods of demolition or applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the General Contractor.

#### 1.9 NOISE CONTROL

- A. Comply with requirements of authorities having jurisdiction. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute demolition work by methods and by use of equipment which will reduce excess noise.
  1. Equip air compressors with silencers, and power equipment with mufflers.

2. Manage vehicular traffic and scheduling to reduce noise.
3. No heavy equipment may be started or idled before 7 am.

#### 1.10 INDOOR AIR QUALITY MANAGEMENT

- A. Minimize exposure of building occupants, indoor surfaces, and ventilation air distribution systems to environmental tobacco smoke. At a minimum, take the following measures:
  1. Prohibit smoking in the building or on the site except for designated areas only.
  2. Locate exterior designated smoking areas at least 25 feet away from entries, outdoor air intakes, and operable windows.
- B. Take special care to prevent accumulation of moisture on materials and debris to prevent development of mold and mildew within the work area.
- C. Immediately remove from site and properly dispose of materials showing signs of mold and mildew, including materials with moisture stains.

#### 1.11 ENCLOSURES

- A. Provide temporary, insulated, weather tight closures of openings in exterior surfaces for providing acceptable working conditions, allowing for heating during interior demolition, and preventing entry of unauthorized persons, as applicable. Provide doors with self-closing hardware and locks, as applicable.

#### 1.12 CLEANING DURING DEMOLITION

- A. Unless otherwise specified under the various trade Sections of the Specifications, the General Contractor shall perform clean-up operations during demolition as herein specified.
- B. Control accumulation of waste materials and rubbish; periodically dispose of off-site in a legal manner. The General Contractor shall bear all costs, including fees resulting from such disposal, excluding tipping fees.
- C. Maintain project in accordance with all local, State, and Federal Regulatory Requirements.
- D. Store volatile wastes in covered metal containers, and remove from premises.
- E. Prevent accumulation of wastes which create hazardous conditions.
- F. Provide adequate ventilation during use of volatile or noxious substances.
- G. Conduct cleaning and disposal operations to comply with all federal, state and local ordinances and anti-pollution laws.
  1. Do not burn or bury rubbish and waste materials on site.
  2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  3. Do not dispose of wastes into streams or waterways.

4. Identify potential sources of cleaning water runoff and propose abatement procedures.

- H. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- I. Use only those cleaning materials and methods recommended by manufacturer of surface materials to be cleaned.
- J. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from demolition operations.
- K. Provide on-site containers for collection of waste materials, debris and rubbish.
- L. Remove non-contaminated waste materials, debris and rubbish from the site periodically and dispose of at legal disposal dump site.
- M. Handle material in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
- N. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.

#### 1.13 FIELD OFFICES

- A. The General Contractor is not required to provide or maintain temporary field offices.
- B. The General Contractor may provide a suitable field office on site for its own use. The location shall be at the discretion of the City.

#### 1.14 SANITARY FACILITIES

- A. The General Contractor shall provide suitable toilet facilities for its staff, the Owner and the Engineer, and additional facilities for the workmen on the job, including personnel of Sub-contractors.
- C. Provide chemical toilets where work is in progress and in quantity required by OSHA Code.
- D. Chemical toilets and their maintenance shall meet requirements of state and local health regulations and ordinances and shall be subject to the approval of the Engineer.

#### 1.15 WORK ZONE BARRIERS

- A. Proper work zone barriers shall be provided around the contract work areas and as directed by the City and Engineer.
- B. Demolition site barriers, at a minimum, shall consist of temporary chain link fencing, fence screening, gates, and temporary traffic control devices and signs as shown in the project Drawings. In addition, ribbons, tapes, wood barriers, warning signs, and other traffic materials to keep traffic and people from area of demolition and maintain ongoing operations. Trenches

should be covered at the end of each day and appropriate barriers shall be installed to limit public access to any trenches or excavations associated with the Project.

- C. Barriers shall be erected at such approved locations as are necessary, sufficiently cross-braced and supported adequately from floors and ceilings as required.

#### 1.16 PARKING

- A. Limited parking facilities located at the site may be available for use by the General Contractor, subcontractors and their employees. Such parking areas shall be designated by the City and Engineer. The City and Engineer shall not be responsible for cars, trucks, equipment, etc. or their contents and the General Contractor and his Subcontractors and material suppliers will use the designated area with this understanding.

#### 1.17 DEBRIS CONTROL AND REMOVAL

- A. Debris shall not be permitted to accumulate or migrate and the work shall at all times be kept satisfactorily clean. Facility trash receptors shall not be used for the disposal of debris. Dumpsters shall be provided by the General Contractor for removal of debris for all trades and activities including those performed by subcontractors.
- C. Remove debris from the work site and dispose of same at a New York State Department of Environmental Conservation (NYSDEC) permitted facility, as specified by the City of Rome. Obtain all approvals and permits necessary from the owner or officials in charge of the waste facility, as applicable. During the disposal process, copies of daily receipts from dump site shall be submitted on a regular basis.
- D. The City of Rome has specified the Oneida Herkimer Solid Waste Authority as the designated disposal facility. Asbestos contaminated material will be disposed of at the OHSWA facility, 7044 Street, Route 294, Ava, New York. Note that the contractor is responsible for coordinating disposal at the landfill, and is aware of a 500 ton per day limit.

#### 1.18 SAFETY PROTECTION

- A. At no time shall the work be left unattended without proper safety protection and shall not be left unprotected to the weather and accessible to the public. It is the responsibility of the General Contractor to maintain proper safety protection for the public while work is in progress or unattended.

#### 1.19 VEHICLE AND EQUIPMENT PROTECTION

- A. All demolition activities shall be performed in such a manner so as not to dust, stain or damage any building elements, equipment, vehicles, etc. within general vicinity of the demolition work area. Any damage to these items shall be cleaned and repaired at the expense of the General Contractor.
  - 1. All vehicles and equipment on site shall be effectively disabled and secured when not in use.

1.20 SHORING AND BRACING

- A. Provide all temporary shoring and bracing as required for the proposed work. Comply with all applicable codes and standards. In particular, the Contractor is responsible for designing, providing, installing, and maintaining adequate shoring and bracing for the basement walls. The design should be approved by a structural engineer licensed in the State of Missouri. Plans which encompass all temporary shoring and bracing work shall be signed and sealed by the engineer and are to be filed with the Engineer prior to commencing the shoring work.

1.21 TEMPORARY FENCE

- A. A temporary fence currently surrounding the demolition site shall be maintained along the entire perimeter of the contract limit lines as indicated on the Drawings, and shall be kept in good repair at all times. Additional fencing, as indicated on the contract plans shall be provided and maintained by the Contractor. These fences shall be arranged to maintain ongoing operation's access and egress.
- B. Temporary fences shall be six feet high and constructed of chain link, or approved equal. Fencing shall be erected in a substantial manner, straight, plumb and true as approved by the Engineer.
- C. Gates shall be built into fence at such approved locations as shown on the Drawings and as necessary, well cross-braced and hung on heavy strap hinges with proper post and hook for double gates. Provide heavy hasps and padlocks for each gate. Provide a set of three keys for each lock to the Owner and the Engineer to facilitate emergency access.

1.22 SNOW AND ICE REMOVAL

- A. Contractor shall be responsible for snow and ice removal from the site. The parking area in the vicinity of the construction trailers and barricaded off from the construction site will be maintained by others.

END OF SECTION



## SECTION 015726

### DUST CONTROL & AIR MONITORING

#### 1. GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Dust Control
2. Air Monitoring

###### B. Related Sections:

1. Section 02 41 19 – Demolition
2. Section 31 00 00 - Earthwork
3. Section 31 10 00 – Site Clearing
4. Section 31 25 00 - Erosion and Sedimentation Controls

##### 1.2 REFERENCES

- A. NYDEC DER-10 Technical Guidance for Site Investigation and Remediation

##### 1.3 DEFINITIONS

- A. "Dust" shall mean airborne particulate matter that is associated with or results from the Contractor's activities: Of particular concern is dust associated with the Contractor's excavation activities: truck traffic onto and off of the Site; loading and decontamination of transportation vehicles; demolition activities, on-site crushing operations, and wind traversing exposed stockpiled soil and debris.
- B. "Visible dust" shall mean dust that can be detected visibly, without instrumentation.
- C. "Measurable dust" shall mean dust that can be directly measured through real-time monitoring devices.
- D. "Dust Action Level" shall mean the real-time measurement of Measurable Dust at concentrations at or greater than  $150 \mu\text{g}/\text{m}^3$ .

##### 1.4 SCOPE

- A. Contractor shall implement dust and vapor control techniques at all times during work to prevent the formation and migration of dust and vapors during demolition, crushing, excavation, and removal of debris and soil at the Site. At a minimum, the following dust and vapor specific techniques in areas of known or anticipated vapors will include:
  5. Thorough wetting of areas to be excavated for at least an hour before starting soil excavation, demolition, and loading activities.
  6. Providing and operating a sprinkler or mist system adjacent to demolition, excavation, crushing and soil loading activities and adjacent to each piece of operating equipment expected to generate dust.

DUST CONTROL

015726 - 1

7. Designating personnel with personnel with watering hoses or other watering equipment to supplement sprinkler misting control techniques.
8. Limiting rates of demolition, excavation, crushing operations to meet the standards of this Section.

## 1.5 SYSTEM DESCRIPTION

- A. Furnish, install, test, operate, monitor, and maintain dust control system.
- B. The Contractor shall develop an air monitoring program (AMP). The purpose of the AMP is to determine that the proper level of personnel protective equipment is used, to document that the level of worker protection is adequate.
- C. The Contractor shall supply all personnel, equipment, facilities, and supplies to develop and implement the air monitoring program described in this section. Equipment shall include at a minimum: an organic vapor analyzer, photoionizer, and real-time aerosol monitors, depending on work activities and environmental conditions.
- D. The Contractor's AMP shall include both real-time and documentation air monitoring (personal and area sampling as needed). The purpose of real-time monitoring will be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols, or emergency procedures if Contractor-established action levels are encountered.
- C. The Contractor shall also use documentation monitoring to ensure that adequate PPE is being used and to determine if engineering controls are mitigating the migration of contamination to off-site receptors. Documentation monitoring shall include the collection and analysis of samples for total nuisance dust.
- D. During the progress of active remedial work, the Contractor will monitor the quality of the air in and around each active hazardous operation with real-time instrumentation prior to personnel entering these areas. Sampling at the hazardous work site will be conducted on a continuous basis. Any departures from general background will be reported to the Safety Officer prior to entering the area. The Safety Officer will determine when and if operations should be shut down.
- E. Air monitoring equipment will be operated by personnel trained in the use of the specific equipment provided and will be under the control of the Safety Officer. A log of the location, time, type and value of each reading and/or sampling will be maintained. Copies of log sheets will be provided on a daily basis to the Engineer's on-site representative.
- F. All readings will be recorded and be available for City and/or Engineer personnel to review.

## 1.6 PERFORMANCE REQUIREMENTS

- A. The Contractor shall develop and implement a dust and vapor control plan. The Contractor shall execute work by methods to minimize the generation of dust from all construction activities. Fugitive dust control strategies shall prevent dust from exiting the work zone, prevent visible

emissions from exceeding air quality regulations, and prevent public nuisance and exposure to site contaminants.

- B. The Contractor will be issued a temporary Stop Work Order, with no cause for delay or damages, and will re-assess Site activities and dust control measures, if:
  - 1. Visible dust is observed beyond the limits of the site.
  - 2. If airborne action levels are exceeded at any time during soil remedial activities, as indicated by laboratory chemical specific analysis of perimeter samples until it is demonstrated that airborne action levels are achieved by the Contractor's upgraded control measures.
  - 3. At the discretion of the City or Engineer.
- C. The Contractor may make no claims for delays, no extension of contract time will be available, and no additional compensation will be paid due to the Contractor's failure to meet dust control requirements.
- D. The Contractor shall be responsible for the clean-up, remediation, and sampling of any off-site deposition of dust. The Contractor shall also be responsible for the cleaning of adjacent buildings, structures, windows and automobiles due to actions by the Contractor and his work. This cost shall be included in the general cost to perform the work.

#### 1.7 PERMIT REQUIREMENTS

- A. The Contractor shall obtain all permits necessary to perform the work.

#### 1.8 SUBMITTALS

- A. Section 01 33 00 - Submittal Requirements: Requirements for submittals.
- B. Product Data: Submit data for equipment/methods being Implemented:
- C. Field Reports: Test and monitoring reports

#### 1.9 QUALITY ASSURANCE

- A. Comply with water disposal requirements of authorities having jurisdiction.

#### 1.10 SEQUENCING

- A. Follow any sequencing requirements set forth in the General Conditions.
- B. Sequence work to obtain required permits before start of the work
- C. Sequence work to install dust control measures a minimum 7 days before testing and operating dust control systems.

#### 1.11 COORDINATION

- A. Adhere to any coordination requirements set forth in the General Conditions.

## 2. EXECUTION

- A. To control the formation of dust during demolition and remediation activities, the Contractor shall:
  - 1. Keep vehicle speeds on the Site below 15 miles per hour.
  - 2. Mist or spray with water at least twice daily to prevent formation of dust while clearing the site, demolition activities, crushing activities, excavating, transferring and loading materials on-site, or loading or decontaminating transportation vehicles.
  - 3. Control excavation activities to minimize the generation of dust.
  - 4. Keep the drop heights to a minimum while loading transportation vehicles.
  - 4. Cover all trucks and transport vehicles hauling soil, concrete, and other loose materials or require all trucks and transport vehicles to maintain at least 2 feet of freeboard.
  - 5. Conform to Stockpile Management requirements set forth in the Contract Documents.
  - 6. Sweep daily, or more frequently as needed or as directed by the Engineer, with a street sweeper if visible soil material is carried onto public streets.
  - 7. In the event wind speeds exceeds 20 mph for more than 15 minutes causes visible dust, Contractor shall halt soil-moving activities until wind speeds decrease and no visible emissions are observed.

### 2.1 EXAMINATION

- A. Verify existing conditions before starting work, as applicable. Refer to General Conditions.

### 2.2 REAL TIME MONITORING

- A. Real-time air monitoring shall be conducted by the Contractor, as follows, using the following equipment:
  - 1. Organic vapor photoionizers or photoionization detectors (PIDs) shall be utilized. The Contractor shall provide one PID for each and every hazardous work zone operation. Total particulates shall be measured using a real-time aerosol monitor. The instrument shall be calibrated daily according to the procedure in the user's manual. The meter shall be capable of measuring dust concentrations down to 0.01 mg/m<sup>3</sup>.
  - 2. Real-time monitoring will be conducted at any excavation of contaminated soil or sediments and during demolition work.
  - 3. Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and a downwind location from Work Zones. A background reading will be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. Downwind readings at the perimeter will be made when Contractor action levels have been exceeded at the excavation face or at a minimum of twice a day.
  - 4. If Contractor-established action levels are exceeded at the perimeter location for fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.

DUST CONTROL

015726 - 4

### 2.3 DOCUMENTATION MONITORING

- A. Documentation monitoring may be conducted by the Engineer at the perimeter of the (upwind and downwind) for total dust and volatiles. Documentation monitoring will be conducted during demolition, staging or removal activities.
- B. Documentation samples may be collected at established perimeter locations. The locations will be chosen according to site activities and expected wind direction. The perimeter locations will be established and marked with high visibility paint or flagging at approximately equidistant points around the site. Samples will be collected at a height of 6 feet above ground surface.
- C. Documentation samples may be collected at regularly scheduled intervals or at the initiation of a new phase of on-site work. Samples will be collected during the normal work hours when activities are occurring on site.

### 3. FIELD QUALITY CONTROL

- A. Refer to General Conditions.

END OF SECTION

## SECTION 01 74 24

### SITE RESTORATION

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Site Restoration Requirements for Disturbed Areas
  - 2. Site Restoration of Paved Areas

##### 1.2 SUBMITTALS

- A. Submittal Section 01 33 00 – Submittal Requirements.
- B. CONTRACTOR shall submit photographs and existing site conditions survey to document the pre-construction conditions of the site to the satisfaction of the CITY and ENGINEER. Upon request, CONTRACTOR shall submit additional documentation.
  - 1. CONTRACTOR shall be responsible for completing site restoration requirements.
- C. CONTRACTOR shall submit and obtain ENGINEER'S approval for all materials prior to start of restoration.
- D. Substantial completion notification and inspection request.
- E. Final completion certificate and inspection request.

##### 1.3 PRODUCTS - Not Used

#### PART 2 EXECUTION

##### 2.1 RESTORATION OF DISTURBED AREAS

- A. All excavated areas are to be restored per the Contract Drawings. Areas shall be brought to proper grade, inclusive of a 6-inch layer of topsoil as specified in Section 31 0000 - Earthwork.. Topsoil areas are to be seeded as specified in Section 32 92 19 – Seeding, and as required by ENGINEER.
- B. CONTRACTOR shall repair any damage made to existing vegetated areas associated with the work. Vegetation shall be restored to existing conditions or as shown on the Contract Drawings and as approved by the ENGINEER. Seeding shall be conducted as specified in Section 32 92 19 – Seeding.

END OF SECTION

## SECTION 022116

### ENVIRONMENTAL HEALTH AND SAFETY

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Minimizing potential adverse environmental impacts associated with construction activity.
  - 2. Establishing protocols and providing procedures to protect workers' health and safety as it relates to the proposed construction activities when performed in the presence of Occupational Safety and Health Administration (OSHA) Hazardous Materials, regulated substances, or otherwise environmentally sensitive conditions.
  - 3. Compliance with all applicable OSHA regulations in accordance with federal, state, and local laws.
- B. Related Sections:
  - 1. Section 01 74 24 – Site Restoration
  - 2. Section 02 41 19 – Demolition
  - 3. Section 31 00 00 - Earthwork
  - 4. Section 31 10 00 – Site Clearing

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. The work to prepare and implement a health and safety plan will be paid for on a Lump Sum basis. Such cost shall reflect all environmental health and safety services, including that of subcontractors.
  - 1. The Contractor shall demonstrate to the Engineer monthly that a health and safety plan (HASP) has been kept current and is being implemented and the monthly cost will be certified for payment.
  - 2. Any month where a health and safety plan is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If a HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.
  - 3. Failure of the Contractor to implement a HASP in accordance with this Specification shall result in the withholding of all Contract payments.

This work shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the health and safety personnel, Contractor employee training, chemical protective clothing (CPC), personal protective equipment (PPE), disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other health and safety protocols and procedures established to protect the health and safety for all on-site workers.
- B. The cost per month for the duration of the Project to implement the HASP and provide the services of the health and safety personnel.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

1. Elements:

a. Site Description and Contamination Characterization:

- b. Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors. The Contractor shall develop and justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

- c. Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements and are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them.



The HSO have working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- a. Directing and implementing the HASP.
- b. Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
- c. Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
- d. Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
- e. Authorizing work to resume, upon approval from the Contractor's HSM.
- f. Directing activities, as defined in the Contractor's written HASP, during emergency situations; and
- g. Providing personal monitoring where applicable, and as identified in the HASP.

### 1.3 DEFINITIONS

- A. Section not used.

### 1.4 ACCIDENT PREVENTION MEASURE

- A. Preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. The Contractor shall maintain contingency action plans for prompt remedial action in the event such spillage should occur. Any spills by the Contractor requiring prompt remediation shall be at the cost of the Contractor.
- B. Every reasonable precaution shall be taken to prevent the possibility of accidentally starting fires. Construction programs shall include fire prevention planning, training of personnel in fire fighting, and a fire prevention inspection program.

### 1.5 SUMMARY

- A. The provisions of worker health and safety protocols that address potential and/or actual risk of exposure to site-specific hazards posed to the Contractor's employees and/or Subcontractor(s) **is solely the responsibility of the Contractor.**
- B. The areas where contaminants may pose a risk to worker health and safety include, but are not limited to:

1. Demolition of site structures.
2. Processing of demolition debris.
3. Excavation of contaminated soils in accordance with site plans.
4. Handling and disposal of hazardous materials and contaminated site materials.
5. Shoring installation and removal.

## 1.6 SUBMITTALS

Not Applicable

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Materials used for maintenance and protection of the environment shall conform to the material requirements set forth in the relevant sections of the specifications (i.e. fill, topsoil, seeding, etc.). Unspecified materials shall be provided as selected by the Contractor, subject to the approval of the Owner's Representative.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify existing conditions prior to Work. Notify Owner upon discovery of any unanticipated conditions.
- B. Cooperate with Engineer's directions to explore existing conditions to verify location, extent, and depth of contaminated soil which needs to be handled in accordance with the Remediation Plan for this site.

### 3.2 PERFORMANCE

- A. The Contractor shall implement all reasonable measures, including but not limited to, details outlined herein or shown on the drawings, to ensure minimum damage to the environment during construction and for the long term.
- B. Vegetation adjacent to or outside of access roads, rights-of-way, or cleared construction shall not be damaged.
- C. The Contractor shall be required to protect and preserve existing trees and shrubs in areas designated on the drawings or as otherwise directed by the Owner's Representative. Should any replacement of trees or shrubs be deemed necessary by the Owner's Representative, their number and type shall be shown by the Contractor on a Record Drawing.
- D. All materials to be removed from the site shall be disposed of legally and properly, off-site. Disposal of spoil material shall not be in any flood plain, wetland, or sensitive environmental area.

- E. All abandoned or useless objects including buildings, equipment, supplies, personal property, rubbish, (including those present prior to construction activities) shall be removed from the site in the manner described in the relevant sections of the Specifications.
- F. Temporary structures and storage areas shall not be located in critical environmental areas. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion.

### 3.3 HEALTH AND SAFETY PLAN

- A. The Contractor shall be responsible for the preparation of a written HASP which addresses the relative risk of exposure to documented hazards present within the limits of the project site. The HASP shall establish health and safety protocols which address the relative risks of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions. No physical aspects of the work shall begin until a HASP is submitted and accepted by the Engineer.
- B. The HASP shall be developed by a qualified person designated by the Contractor as the Health and Safety Manager (HSM). The HSM shall have review and acceptance authority over the HASP. The Contractor may use standard operating procedures for all or portions of the HASP, except as noted below.
- C. The HASP, maintained on site by the Contractor, shall be kept current with construction activities and actual site conditions. All elements listed below shall be addressed in the HASP.
  - 1. Implementation schedule for HASP elements
  - 2. The assignment of a qualified Health and Safety Manager (HSM)
  - 3. The assignment of a qualified Health and Safety Officer (HSO)
  - 4. Health and safety personnel requirements, responsibilities, and authorities
  - 5. Relevant site information defining areas of environmental concerns
  - 6. Hazard assessment of general site conditions, and hazard assessment of individual areas of environmental concern
  - 7. Personal protection equipment (PPE) and chemical protective clothing (CPC)
  - 8. Medical considerations/Medical Surveillance Program
  - 9. Monitoring procedures and exposure action levels
  - 10. Procedures for upgrading or downgrading CPC/PPE
  - 11. Operational health and safety requirements
  - 12. Personnel and equipment decontamination and disposal procedures
  - 13. Contingency planning for emergency response procedures
  - 14. Work zone site controls for areas of environmental concern
  - 15. Engineering controls
  - 16. Equipment support
  - 17. HASP revision, review, approval, and coordination procedures
  - 18. Signature page for all on-site workers subject to the HASP
- D. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods, and/or alterations in the relative risks present.

- E. The Contractor shall provide a competent HSO on site as identified in the HASP, who is capable of identifying existing and potential hazards at the project site or working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization as identified in the HASP to take prompt corrective measures to eliminate or control them. The HSO shall have a minimum of one year of working experience at hazardous waste sites and a working knowledge of federal and state safety regulations.
- F. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to, the following:
  - 1. Directing and implementing the HASP.
  - 2. Ensuring that all project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
  - 3. Authorizing Stop Work Orders which shall be executed upon the determination of an imminent health and safety concern.
  - 4. Contacting the Contractor's safety management personnel and the Engineer immediately upon the issuance of a Stop Work Order when the HSO has made the determination of an imminent health and safety concern.
  - 5. Authorizing work to resume upon approval from the Contractor's safety management personnel.
  - 6. Directing activities, as defined in the Contractor's written HASP, during emergency situations.
  - 7. Providing monitoring as identified in the HASP.
- G. The Contractor must provide CPC and PPE as stipulated in the Contractor's HASP during the performance of work in an area identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and Subcontractors.
- H. The Contractor shall inform all on-site workers and subcontractors of all site safety rules, known or potential hazards, and emergency response procedures.
- I. All construction-related activities performed by the Contractor within the areas where site conditions may pose a risk to worker health and safety and/or the environment, shall be performed in conformance with Title 29 of the Code of Federal Regulations, Part 1926 (29 CFR 1926), Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to Hazardous Waste Operations and Emergency Response (HAZWOPER) Protocols may also be required, where appropriate.
- J. The Contractor shall be responsible for the implementation of the HASP throughout the performance of work. In work locations and areas identified as having a potential risk to worker health and safety, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of engineering controls, personal protection equipment and site work zone controls. **The Contractor shall be responsible for the health and safety of all on-site workers throughout the duration of the work.**

END OF SECTION

## SECTION 02 41 19

### DEMOLITION

#### PART 1 GENERAL

##### 1.1 SUMMARY

###### A. Section Includes

1. Removal of all items marked for removal on the Contract Drawings.
2. Removal of debris.

##### 1.2 RELATED SECTIONS

###### A. Section 31 25 00 Erosion and Sedimentation Controls

##### 1.3 SUBMITTALS

###### A. Submittal Section 01 33 00 – Submittal Requirements.

###### B. Shop Drawings (as required):

1. Indicate demolition and removal sequence.
2. Indicate location of items designated for reuse.
3. Indicate location and construction of temporary work.

###### C. Demolition Report

1. Types and quantities of debris removed and handling activities to point of disposal.

#### PART 2 PRODUCTS - Not Used.

#### PART 3 EXECUTION

##### 3.1 PREPARATION

###### A. Verify existing conditions before starting work.

###### B. Request underground utilities to be located and marked within the construction area prior to completing demolition. Utilize subcontract private utility locate specialists as required to identify and map utilities known or discovered that intersect work areas.

###### C. Locate, identify, and protect utilities from damage unless Contract Drawings indicate otherwise or ENGINEER approved their removal.

###### D. Identify temporary stockpile areas for placing removed materials.

###### E. Notify affected utility companies before starting work and comply with their requirements.

###### F. Mark location and termination of utilities.

##### 3.2 CONSTRUCTION REQUIREMENTS

- A. The CONTRACTOR shall perform all demolition activities in accordance with Federal, State, and local standards.
- B. Demolition work shall not begin in any portion of the site until all known utilities have been staked and verified by the CONTRACTOR . The CONTRACTOR is responsible for the damage resulting from known utilities that are improperly verified, abandoned, and demolished.
- C. Completely demolish and remove portions of structures as defined on the Contract Documents, including all appurtenances related or connected thereto, necessary to accommodate new construction.
- D. All known utilities to be abandoned or removed have been shown on the Contract Drawings or as directed. Any remaining portion of the existing utility shall be plugged with concrete.
- E. Debris removed from the project site, including equipment, concrete, metals, or other demolished materials shall become property of CONTRACTOR and shall be disposed of by CONTRACTOR, in accordance with all applicable laws and regulations.
- F. Explosives and Blasting are NOT permitted in performance of demolition work.

### 3.3 PROTECTION

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; to minimize riverbank slope or shoreline instability with removal; and to provide free passage to and from such adjacent areas of structures. Protect existing building components, equipment, and site work from damage except for those portions of the existing facility that are required to be demolished.
- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. The CONTRACTOR shall adhere to all Federal, State, and Local requirements for confined space entry and perform applicable work accordingly.
- D. Prevent spread of flying particles and dust. Rubbish and debris shall be sprinkled with water to keep dust to a minimum.
- E. Do not use water to the extent it causes flooding, contaminated runoff, or icing.
- F. Break concrete or asphalt into less than 3 feet in any dimension.
- G. Protect trees not shown to be removed on the Contract Drawings, unless approved otherwise by the CITY.
- H. Concrete bulkhead ends of abandoned piping and conduit as shown on the Contract Drawings or as directed.

- I. All Federal, State, and Local fire and safety regulations shall be observed in performance of work and include the following:
  - 1. Whenever a cutting torch or other equipment that might cause a fire is used, provide and maintain combination fire extinguishers (Class A, B, and C) within 35 feet ready for immediate use. All possible users shall be instructed in use of fire extinguishers.
  - 2. Hydrants shall be accessible at all times. No debris shall be permitted to accumulate within a radius of 15 feet of fire hydrants.
- J. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials onsite.
- K. Remove materials as work progresses. Upon completion of work, leave areas in clean and restored condition.
- L. Remove temporary work.

### 3.4 CLEAN-UP

- A. Remove spilled material from Project Site.
- B. CONTRACTOR will be fully responsible for cleanup of any waste generated on-site due to equipment leakage, fuel spills, or any other release of waste of any kind. The CONTRACTOR will be fully responsible for time and costs associated with appropriate cleanup in accordance with any and all applicable regulations and will be responsible for any associated reporting required by any entity or agency.
- C. Upon completion of work of this Specification Section and after removal of all debris, the site shall be left in a condition satisfactory to the ENGINEER. Cleanup shall include disposal offsite of all items and materials not required to perform the remainder of the work, which includes all demolition debris, miscellaneous debris, rubbish, other solid waste, resulting from demolition operations.

END OF SECTION

## SECTION 02 51 00

### DECONTAMINATION PROCEDURES

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK

- A. Decontamination of equipment, vehicles, tools and personnel that have or are suspected to have contacted impacted soils shall be performed. Decontamination equipment shall include tools and equipment capable to properly perform dry decontamination of all equipment, vehicles, tools and personnel prior to leaving the site.

#### PART 2 PRODUCTS

##### 2.1 EQUIPMENT

- A. Tools and equipment capable to properly perform dry decontamination.

#### PART 3 EXECUTION

##### 3.1 CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for installing decontamination equipment and for maintaining the equipment in safe and working condition.

##### 3.2 DECONTAMINATION

- A. The CONTRACTOR shall perform decontamination activities that are described above prior to traversing areas not specifically designated as impacted areas, prior to handling clean soils, and prior to departure from the site.
- B. Trucks and equipment transporting impacted soils shall be loaded in a manner that prevents contact with impacted soils outside of the secured bed of the truck. This includes the use of plastic sheeting or equivalent materials to prevent spilled soils from contacting the sides of the truck and the use of a clean physical barrier (plastic sheeting, etc.) to prevent truck tires from traveling directly on impacted soils. Trucks and equipment that comes into contact with impacted soils outside of the secured bed shall be decontaminated prior to leaving the site in accordance with this Section.
- C. All equipment used within the limits of the impacted soils excavation by the CONTRACTOR shall be decontaminated prior to demobilizing from the Site.
- D. Decontamination shall, at a minimum, consist of:
  - 1. Brushing/cleaning the equipment to removal of all visible soils.
  - 2. Storing the equipment following decontamination in a manner such that the equipment does not get re-contaminated.



### 3.3 CLEAN-UP

- A. Following completion of decontamination activities, CONTRACTOR shall remove and properly dispose all decontaminated materials.

END OF SECTION

SECTION 02 80 03  
DISPOSAL OF NON-HAZARDOUS INDUSTRIAL COMMERCIAL WASTE

**PART 1 GENERAL**

**1.01 REFERENCES**

- A. 6 NYCRR - New York State Codes, Rules, and Regulations.

**1.02 DESCRIPTION**

- A. Remove and dispose asbestos debris from the structure in conformance with Industrial Code Rule 56, NYSDEC and Federal regulations.
- B. Contractor shall make efforts to segregate universal wastes and wastes prohibited by the Oneida-Herkimer Solid Waste Authority and arrange for proper disposal of such wastes. Packaging of Universal Hazardous Waste shall be in sturdy cardboard containers, or in sealed steel drums.

**1.03 SUBMITTALS**

- A. Quality Control Submittals:
  - 1. Detailed list of the codes, rules and regulations which are understood to govern the Work. This list must cite specific title, chapter, and section of the citation.
  - 2. Listing of licenses or permits issued by government agencies authorizing the handling of the waste by the qualified Company, transporter, and operator of the disposal facility.
  - 3. Detailed step by step procedure indicating how the Work is to be accomplished. Procedure shall also include information for off-site Work, such as:
    - a. Method of disposal.
    - b. Owner and operator of the disposal facility.
    - c. Location of the disposal facility.
    - d. Method of transporting to the disposal facility.
  - 4. Qualified Company Data:
    - a. Name, address, and telephone number.
    - b. Brochure explaining services offered.
    - c. Experience directly applicable to the required services.
    - d. Type and listing of equipment proposed to be used for the Work.

**1.04 QUALITY ASSURANCE**

- A. Qualified Company: The Work shall be performed by a qualified Company having at least 3 years experience directly applicable to the services required.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Owner's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.

## **1.05 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Comply with all applicable governmental agency codes, rules, and regulations for handling non-hazardous industrial, commercial and non-industrial waste.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS FOR USE DURING DISPOSAL PROCEDURE**

- A. Furnish materials which meet all applicable governmental agency codes, rules and regulations.

## **PART 3 EXECUTION**

### **3.01 PERFORMANCE**

- A. Remove, and dispose of the materials in accordance with all applicable governmental agency codes, rules, and regulations.

END OF SECTION

SECTION 02 82 13  
ASBESTOS ABATEMENT

PART 1 GENERAL

**1.01 SCOPE OF WORK**

- A. The purpose of the proposed project is for the demolition of a former school building at 112 Columbus Avenue, Rome, NY which has been condemned and contains asbestos containing material. Demolition of the structure will be completed with asbestos in place and include the removal of foundation slabs, walls, and footings. All materials, excepting steel, will be disposed of as asbestos impacted. Steel will be segregated and recycled.
- B. Quantities listed herein and on the Contract Drawings are approximate. The contractor shall field verify all locations and quantities. Any discrepancies shall be brought to the engineer's attention prior to bidding.
- C. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- D. All Work shall be performed in strict accordance with the Contract Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent shall apply.

**1.02 SPECIAL JOB CONDITIONS**

- A. The Contractor shall comply with the Project Specific Variance Petition for Controlled Demolition of Abandoned Structures (included in the Contract Documents as GC-3).
- B. Any air sampling necessary to meet OSHA requirements will be the responsibility of the Asbestos Contractor.

**1.03 PERMITS AND COMPLIANCE**

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.

- B. Perform asbestos related Work in accordance with New York State Industrial Code Rule 56 (herein referred to as Code Rule 56), 40 CFR 61, 29 CFR 1926, and as specified herein. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. The Contractor must maintain current licenses pursuant to New York State Department of Labor and Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos containing materials.
- D. The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Code Rule 56.
- E. Failure to adhere to the Project Documents shall constitute a breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.
- F. The contractor shall be responsible for any waste water permits required to perform his work under this contract. Any cost associated with waste water permits shall be included in his Bid.
- G. The contractor shall be responsible for any Local City and/or State building permits required to perform his work. Any cost associated with building permits shall be included in his Bid.

#### **1.04 SUBMITTALS**

- A. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit an electronic pdf format copy of the documents listed below for review and approval prior to the commencement of asbestos abatement activities:
  - 1. Contractor license issued by New York State Department of Labor.
  - 2. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
  - 3. Building Occupant Notification: As required by regulatory agencies.
  - 4. Disposal Site/Landfill Permit from applicable regulatory agency (included in the Contract Documents as GC-4).
  - 5. NYS Department of Environmental Conservation Waste Transporter Permit.
- B. On-Site Submittals: Refer to Part 3.01.D for all submittals, documentation, and postings required to be maintained on-site during abatement activities.
- C. Project Close-out Submittals: Within 15 days of project completion, the Contractor shall submit an electronic pdf format copy of the documents listed below for review and approval prior to the Contractor's final payment.
  - 1. OSHA compliance air monitoring records conducted during the Work.
  - 2. Daily progress log, including the entry/exit log.
  - 3. A list of all Workers used in the performance of the Project, including name, NYS DOL certification number and type of certification (i.e. supervisor,

- asbestos handler, etc.).
- 4. A copy of all waste tickets.

D. Fully executed/signed **Originals** of all waste disposal manifests shall be submitted as per applicable State and Federal Regulations and time frame requirements.

#### **1.05 PRE-BID MEETING**

- A. Bidders shall attend a pre-bid meeting. Bidding Contractors will be notified in advance of the meeting.
- B. Contractors shall familiarize themselves with the Contract Documents prior to attending the conference.

#### **1.06 APPLICABLE STANDARDS AND REGULATIONS**

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
  - 1. 29 CFR 1910.1001, "Asbestos" (OSHA)
  - 2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
  - 3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
  - 4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
  - 5. 29 CFR 1926, "Construction Industry" (OSHA)
  - 6. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
  - 7. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
  - 8. 40 CFR 61, Subpart A, "General Provisions" (EPA)
  - 9. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
  - 10. 49 CFR 171-172, Transportation Standards (DOT)
- C. New York State Regulations:
  - 1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL).

2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
  3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
- D. Standards and Guidance Documents:
1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
  2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
  3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
  4. EPA 530-SW-85-007, Asbestos Waste Management Guidance
  5. ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."

## **1.07 NOTICES**

- A. The Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below.
1. At least ten (10) Working days prior to beginning abatement activities, send written notification to:

U.S. Environmental Protection Agency  
National Emissions Standards for Hazardous Air Pollutants (NESHAPS)  
Coordinator  
26 Federal Plaza  
New York, NY 10007.

2. At least ten (10) days prior to beginning abatement activities send written notification to:

New York State Department of Labor  
Division of Safety and Health, Asbestos Control Program.  
State Office Campus  
Building 12 - Room 454  
Albany, NY 12240

- B. The Contractor is required to send notifications to regulatory agencies via mail or package delivery service that will provide proof of delivery and receipt.
- C. The Contractor shall post and/or provide Building Occupant Notification at least 10 days prior to beginning abatement activities as required by Code Rule 56.

## **1.08 PROJECT MONITORING AND AIR SAMPLING**

- A. The Owner shall engage the services of an Environmental Consultant (the Consultant) who shall provide Project Monitoring and Air Sampling for the project.

- B. The Contractor is required to ensure cooperation of its personnel with the Consultant for the air sampling and Project monitoring functions described in this section. The Contractor shall comply with all direction given by the Consultant during the course of the Project.
- C. The Consultant shall provide the following administrative services:
  - 1. Review and approve or disapprove all onsite submittals as required by section 3.01.
- D. The Consultant shall staff the Project with a trained and certified person(s). This individual shall be designated as the Asbestos Project Monitor (APM).
  - 1. The APM shall be on-site at all times the Contractor is on-site. The Contractor shall not be permitted to conduct any Work unless the APM is on-site (except for inspection of barriers and negative air system during non-working days).
  - 2. The APM shall have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the Project documents and all regulations. The APM shall have the authority to Stop Work when gross Work practice deficiencies or unsafe practices are observed, or when ambient fiber concentrations outside the removal area exceed .01 f/cc or background level.
    - a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
    - b. Standby time required to resolve the situation shall be at the Contractor's expense.
  - 3. The APM shall provide the following services:
    - a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and Project specifications.
    - b. Provide abatement Project air sampling as required by applicable regulations and the Owner's requirements. Sampling will include background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.
    - c. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency.
    - d. Monitor the progress of the Contractor's Work, and report any deviations from the schedule to the Owner's Representative.
    - e. Monitor, verify, and document all waste load-out operations. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.  
The APM shall maintain a log on site that documents all project related and Consultant and Contractor actions, activities, and occurrences.
  - 4. The following minimum inspections shall be conducted by the APM. Additional inspections shall be conducted as required by Project conditions. Progression from one phase of Work to the next by the Contractor is only permitted with the written approval of the APM.



- a. Pre-Construction Inspection: The purpose of this inspection is to verify the existing conditions of the Work Areas and to document these conditions.
  - b. Pre-Abatement Inspection: The purpose of this inspection is to verify the integrity of each containment system prior to disturbance of any asbestos containing material. This inspection shall take place only after the Work Area is fully prepped for removal.
  - c. Work In-Progress Inspections: The purpose of this inspection is to monitor the Work practices and procedures employed on the Project and to monitor the continued integrity of the containment system. Inspections within the removal areas shall be conducted by the APM during all preparation, removal, and cleaning activities at least twice every Work shift. Additional inspections shall be conducted as warranted.
  - d. Visual Clearance Inspection: The purpose of this inspection is to verify that: all materials in the scope of work have been properly removed; no visible asbestos debris/residue remains; no pools of liquid or condensation remains; and all required cleanings are complete. This inspection shall be conducted before final air clearance testing.
  - e. Post-Clearance Inspection: The purpose of this inspection is to ensure the complete removal of ACM, including debris, from the Work Area after satisfactory final clearance sampling and removal of all isolation and critical barriers and equipment from the Work Area.
- E. The Consultant shall provide abatement Project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.
- 1. Unless otherwise directed by the Owner, the Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM). If TEM clearance is required by the Owner, AHERA protocols/methodology shall be followed.
  - 2. Samples shall be collected as required by applicable regulations (New York State and/or AHERA) and these specifications. If Transmission Electron Microscopy (TEM) clearance air sampling is utilized by the owner, the clearance criteria and sampling protocols must be in compliance with AHERA. If PCM air sample analysis results exceed the satisfactory clearance criteria, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH/ELAP accepted laboratory analysis method is utilized that shall report each air sample result in fibers per cubic centimeter.
  - 3. If the air sampling during any phase of the abatement project reveals airborne fiber levels at or above .01 fibers/cc or the established background level, whichever is greater, outside the regulated Work Area, Work shall stop immediately, and corrective measures required by Code Rule 56 shall be initiated. Notify all employers and occupants in adjacent areas. The Contractor shall bear the burden of any and all costs incurred by this delay.

4. The Environmental Consultant shall submit copies of all elevated air sampling results collected during abatement and all final air clearance results to the Commissioner of Labor.

#### **1.09 CONTRACTOR AIR SAMPLING**

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being worn and utilized.
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.
- C. The Contractor's laboratory analysis of air samples shall be conducted by an NYS DOH ELAP approved laboratory, subject to approval of the Owner's Representative.
- D. Results of personnel air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted upon receipt. Written laboratory reports shall be delivered and posted at the Work site within five (5) days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

#### **1.10 PROJECT SUPERVISOR**

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
  1. The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.
  2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one year experience as a supervisor.
  3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Owner. The Project Supervisor shall be removed from the Project if so, requested by the Owner.
- C. The Project Supervisor shall maintain the bound Daily Project Log that also includes the entry/exit logs as required by New York State Department of Labor and section 2.03 of the specifications and the Waste Disposal Log required by section 4.04 of the specifications.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

### **1.11 MEDICAL REQUIREMENTS**

- A. Before exposure to airborne asbestos fibers, provide Workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.
  - 1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
  - 2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty (30) calendar days before or after the termination of employment in such occupations.
  - 3. Medical Examination records shall be maintained on site for each employee.

### **1.12 TRAINING**

- A. As required by applicable regulations, prior to assignment to asbestos Work instruct each employee with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit testing.
- C. An onsite "tool box talk" is mandatory for all Contractor field personnel before the asbestos removal can begin. This talk will review Amphenol Aerospace practices and procedures pertaining to asbestos control. Workers not complying with these specifications or Amphenol Aerospace practices and procedures will be asked to leave the job.

### **1.13 RESPIRATORY PROTECTION**

- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test records shall be maintained on site for each employee.
- C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations of OSHA Class I or OSHA Class II friable ACM.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.

- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
- F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters shall not be reused. Filters must be changed if breathing becomes difficult.
- H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.
- I. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and not be permitted to return.
- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

#### **1.14 DELIVERY AND STORAGE**

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label. Coordinate storage locations with the owners representative.
- B. Store all materials at the job site in a suitable and designated area.
  - 1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
  - 2. Protect materials from unintended contamination and theft.
  - 3. Storage areas shall be kept clean and organized.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

#### **1.15 TEMPORARY UTILITIES**

- A. Temporary shutdown of HVAC and lock out of electric power to abatement work areas shall be the responsibility of the contractor and shall be coordinated with the owner. If electrical circuits, machinery and other electrical systems in or passing through a given regulated abatement work area must stay in operation, the contractor shall isolate/seal the live electric as per the requirements of 12 NYCRR Part 56 Subpart 56-7.7.

- B. The Owner will provide a tie-in location to building power for the Contractor's GFCI electric panel for project power. All temporary power to the work areas shall be brought in from outside the work area through a ground-fault circuit interrupter at the source. The contractor will be responsible for all temporary power (including the power required by the owner's representative for air sampling equipment). All operations associated with electrical service work (i.e. lockout, temporary power hook-up, etc.) shall be performed by a licensed electrician.
- C. Provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.
  - 1. The entire Work Area shall be kept illuminated at all times.
  - 2. Provide lighting as required by the Environmental Consultant for the purposes of performing required inspections.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

## PART 2 PRODUCTS

### 2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

### 2.02 SIGNS AND LABELS

- A. Provide warning signs and barrier tapes at all approaches to asbestos Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
  - 1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum 20" x 14" displaying the following legend.

DANGER  
ASBESTOS CANCER AND LUNG DISEASE

HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING  
ARE REQUIRED IN THIS AREA

2. Provide 3" wide yellow barrier tape printed with black lettered, "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos Work Area. Install tape 3' to 4' AFF.
- B. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.
1. Provide asbestos danger labels of sufficient size to be clearly legible, displaying the following legend:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

2. Provide the following asbestos labels, of sufficient size to be clearly legible, for display on waste containers (bags or drums) which will be used to transport asbestos contaminated material in accordance with United States Department of Transportation 49 CFR Parts 171 and 172:

RQ HAZARDOUS  
SUBSTANCE  
SOLID, NOS  
ORM-E, NA 9188  
ASBESTOS

3. Generator identification information shall be affixed to each waste container indicating the following printed in indelible ink:  
Generator Name  
Facility Name  
Facility Address

**2.03 DAILY PROJECT LOG**

- A. Provide a Daily Project Log. The log shall contain on title page the Project name, name, address and phone number of Owner; name, address and phone number of Owner's Representative; name, address and phone number of Environmental Consultant; name, address and phone number of Abatement Contractor; emergency numbers including, but not limited to local Fire/Rescue department and all other New York State Department of Labor requirements.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.

- C. All persons entering and exiting the Work Area shall sign the log and include name, social security number, and time.
- D. The Project Supervisor shall document all Work performed daily and note all inspections required by Code Rule 56, i.e. testing and inspection of barriers and enclosures.

#### **2.04 SCAFFOLDING AND LADDERS**

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.
- B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

#### **2.05 SURFACTANT (AMENDED WATER)**

- A. Wet all asbestos-containing materials prior to removal with surfactant mixed and applied in accordance with manufacturer's printed instructions.
- B. Approved Manufacturer:
  - 1. International Protective Coatings Corp.: Serpiflex Shield
  - 2. American Coatings Corp.: EPA 55 Asbestos Removal Agent
  - 3. Certified Technologies: CerTane 2075 Penetrating Surfactant

#### **2.06 ENCAPSULANT**

- A. Encapsulant shall be tinted or pigmented so that application when dry is readily discernible.

#### **2.07 DISPOSAL BAGS, DRUMS, AND CONTAINERS**

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with U.S. Department of Transportation required markings.
- B. Provide 30 or 55 gallon capacity fiber, plastic, or metal drums capable of being sealed air and water tight if asbestos waste has the potential to damage or puncture disposal bags. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled in accordance with 40 CFR Part 61 NESHAPS and Code Rule 56. When the bags/containers are moved to the lockable hardtop dumpster from the waste decontamination system washroom, the bags must also be appropriately labeled with the date they are moved on the bag/container in waterproof markings.

- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as ACM waste.

## **2.08 HEPA VACUUM EQUIPMENT**

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

## **2.09 POWER TOOLS**

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be manufacturer equipped with HEPA filtered local exhaust ventilation.

## **2.10 POLYETHYLENE SHEETING**

- A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, waste container) shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting. At least 2 layers of 6 mil reinforced fire retardant plastic sheeting shall be used for the flooring.

# **PART 3 EXECUTION**

## **3.01 GENERAL REQUIREMENTS**

- A. Should visible emissions or water leaks be observed outside the Work Area, immediately stop Work and institute emergency procedures per Code Rule 56. Should there be elevated fiber levels outside the Work Area, immediately stop Work, institute emergency procedures per Code Rule 56, and notify all employers and occupants in adjacent areas. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.
- B. Medical approval, fit test reports, and NYS DOL certificates shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. The following submittals, documentation, and postings shall be maintained on-site by the Contractor during abatement activities at a location approved by the Abatement Project Monitor:
  - 1. Contractor license issued by New York State Department of Labor.
  - 2. Certification, Worker Training, Medical Surveillance:



- a. New York State Asbestos Handler certification cards for each person employed in the removal, handling, or disturbance of asbestos.
    - b. Evidence that Workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
    - c. Documentation that Workers have been fit tested specifically for respirators used on the Project.
  3. Daily OSHA personal air monitoring results.
  4. NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personnel air samples.
  5. NYS Department of Environmental Conservation Waste Transporter Permit.
  6. Project documents (specifications and drawings.)
  7. Notifications and variances (site specific and applicable.) Ensure that the most up-to-date notifications and variances are on-site.
  8. Applicable regulations.
  9. Material Safety Data Sheets of supplies/chemicals used on the Project.
  10. Approved Abatement Work Plan.
  11. List of emergency telephone numbers.
  12. Magnahelic manometer semi-annual calibration certification.
  13. Daily Project Log.
- D. The following documentation shall be maintained on-site by the Abatement Project Monitor during abatement activities:
1. Contractor license issued by New York State Department of Labor.
  2. Air Sample Log.
  3. Air sample results.
  4. Project Monitor Daily Log
  5. Asbestos Survey Report.
  6. A copy of ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.
- F. All demolition necessary to access asbestos containing materials for removal must be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris may be disposed of as construction and demolition debris provided the Abatement Project Monitor determines that it is not contaminated with asbestos and there has been no disturbance of ACM within the enclosure. If the demolition debris is determined to be contaminated or ACM has been disturbed, it must be disposed of as asbestos waste.

### **3.02 PERSONNEL DECONTAMINATION ENCLOSURE**

- A. Provide a personnel decontamination enclosure system. The system shall be contiguous to the Work Area unless the use of a remote unit is permitted by Code Rule 56 or a Site Specific Variance. The decontamination enclosure shall not be located within the work area unless isolation barriers are installed. If the

decontamination unit is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry.

- B. For attached Unit, access to the Work Area will be from the clean room through an air-lock to the shower and through an air lock to the equipment room. Each airlock shall be a minimum of three feet from door to door. Additional air locks shall be provided as required by Code Rule 56 for remote decontamination enclosures.
- C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil polyethylene sheeting. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
- D. The entrance to the clean room shall have a lockable door. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.
- E. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one shower for every six Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
- F. Shower water shall be drained, collected and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- G. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the Work Area outside the equipment room for Workers to clean foot coverings when leaving the Work Area. A labeled 6 mil plastic ACM waste bag for collection of contaminated clothing shall be located in this room.
- H. The personal decontamination enclosure shall be cleaned and disinfected minimally at the end of each Work shift and as otherwise directed by the Asbestos Project Monitor.

### **3.03 WASTE DECONTAMINATION ENCLOSURE**

- A. Provide a waste decontamination enclosure system. The system shall be contiguous to the Work Area unless the use of a remote unit is permitted by Code Rule 56 or a Site Specific Variance. The decontamination enclosure shall not be located within the work area unless isolation barriers are installed. If the Unit is accessible to the public, it shall be fully framed and sheathed to prevent unauthorized entry.
- B. The waste decontamination enclosure system shall consist of a holding area, air lock and washroom. The airlock shall be a minimum of three feet from door to door. The entrance to the holding area shall have a lockable door.

- C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil polyethylene sheeting on walls and ceiling. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
- D. Where there is only one egress from the Work Area, the holding area of the waste decontamination enclosure system may branch off from the personnel decontamination enclosure equipment room, which then serves as the waste wash room.
- E. The waste washroom water shall be drained, collected, and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered wastewater shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- F. In small asbestos Projects where only one egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

#### **3.04 WORK AREA ENTRY AND EXIT PROCEDURES**

- A. Access to and from the asbestos Work Area is permitted only through the personnel decontamination enclosure unless otherwise stipulated in a Site Specific Variance.
- B. Workers shall sign the entry/exit log upon every entry and exit.
- C. The following procedures shall be followed when entering the Work Area:
  - 1. Before entering the Work Area, Workers shall proceed to the clean room, remove all street clothes, and don protective clothing, equipment, and respirators.
  - 2. Workers shall proceed from the clean room through the shower room and the equipment room and into the Work Area.
- D. The following procedures shall be followed when exiting the Work Area:
  - 1. Before leaving the Work Area, gross asbestos contamination will be removed by brushing, wet cleaning and/or HEPA vacuuming.
  - 2. In the equipment room, Workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room.
  - 3. Workers shall shower thoroughly while wearing respirators, then wash respirator with soap and water prior to removal.
  - 4. Upon exiting the shower, Workers shall don new disposable clothing if the Work shift is to continue or street clothes to exit area. Under no circumstances shall Workers enter public non-Work Areas in disposable protective clothing.
- E. If remote decontamination enclosures are permitted by Code Rule 56 or a Site Specific Variance, workers shall wear two disposable suits for all phases of Work. Workers exiting the work area shall HEPA vacuum the outer suit, enter the airlock,

remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another work area via the designated pathway required by Code Rule 56.

### **3.05 WORK AREA PREPARATION**

- A. Asbestos danger signs shall be posted at all approaches to the asbestos Work Area. Post all emergency exits as emergency exits only on the Work Area side, post with asbestos caution signs on the non-Work Area side. Provide all non-Work Area stairs and corridors accessible to the asbestos Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs.
- B. Shut down and lock out the building heating, ventilating, and air conditioning systems. Electrical systems and circuits shall also be shut down unless permitted to remain active per Code Rule 56 and appropriately protected and labeled. Provide temporary electric power and lighting as specified herein.
- C. All surfaces and objects within the Work Area shall be pre-cleaned using HEPA vacuuming and/or wet-wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited. ACM shall not be disturbed during pre-cleaning.
- D. Movable objects within the Work Area shall be HEPA vacuumed and/or wet-wiped and removed from the Work Area.
- E. All non-movable equipment in the Work Area shall be completely covered with 2 layers of polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive.
- F. Provide enclosure of the asbestos Work Area necessary to isolate it from unsealed areas of the building in accordance with the approved asbestos Work plan and as specified herein.
- G. Provide critical barriers by sealing off all openings including but not limited to windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the Work Area enclosure, using 2 layers of at least 6 mil polyethylene sheeting.
- H. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two layers of six mil polyethylene or remove the insulation as asbestos containing waste. If the Contractor elects to remove the fiberglass insulation, he shall be responsible for reinsulation, if reinsulation of removed ACM is part of the Contract or Project.
- I. Frame out emergency exits. Provide double layer 6 mil polyethylene sheeting and tape seal opening. Post as emergency exits only. Within the Work Area, mark the locations and directions of emergency exits throughout the Work Area using exit signs and/or duct tape.

- J. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.
- K. Suspended ceiling tiles shall only be removed after Work Area preparation is complete. If possible, non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles shall be disposed of as asbestos waste.

### **3.06 NEGATIVE AIR PRESSURE FILTRATION SYSTEM**

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 in. of water column within all full enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during abatement and 6 air changes for non-friable flooring and/or mastic removal.
- B. Such filtration systems must be made operational after critical and isolation barriers are installed but before wall, floor, and ceilings are plasticized and shall be operated 24 hours per day during the entire Project until the final cleanup is completed and satisfactory results of the final air samples are received from the laboratory.
- C. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- D. A minimum of one additional filtration unit of at least the same capacity as the primary unit(s) shall be installed and fully functional to be used during primary unit (s) filter changing and in case of primary failure.
- E. At no time will the unit exhaust indoors, within 15 feet of a receptor, including but not limited to windows and doors, or adversely affect the air intake of the building. Exhaust ducting shall not exceed 25' in length unless the conditions of AV-A-2 are utilized. Provide construction fencing at ground level exhaust termination locations per Code Rule 56.
- F. Upon electric power failure or shut-down of any filtration unit, all abatement activities shall stop immediately and only resume after power is restored and all filtration units are fully operating. For shut-downs longer than one hour, all openings into the Work Area, including the decontamination enclosures, shall be sealed.
- G. The Contractor shall provide a manometer to verify negative air pressure. Manometers shall be read twice daily and recorded within the Daily Project Log.
- H. There shall be at least a 4 hour settling period after the Work Area is fully prepared and the negative filtration units have been started to ensure integrity of the barriers.

- I. Once installed and operational, the Contractor's Supervisor shall conduct daily inspections of the Work Area to insure the airtight integrity of the enclosure and operation of the negative air system. Findings shall be recorded within the Daily Project Log. Inspections shall also be conducted on days when no abatement activities are in progress per Code Rule 56 (i.e. weekends).

### **3.07 REMOVAL OF ASBESTOS CONTAINING MATERIALS**

- A. Asbestos-containing materials shall be removed in accordance with the Contract Documents and the approved Asbestos Work Plan. Only one type of ACM shall be abated at a time within a Work Area. Where there are multiple types of ACM requiring abatement, Code Rule 56 procedures for sequential abatement shall be followed.
- B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while ACM is being removed.
- D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
- E. Upon removal of ACM from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc.
- F. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate. Cleanup of accumulations of loose debris or waste shall be performed whenever there is enough accumulation to fill a single bag or container and minimally at the end of each workshift.
- G. Large components shall be wrapped in two layers of 6 mil polyethylene sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
- H. Power or pressure washers are not permitted for asbestos removal or clean-up procedures unless approved in a Site Specific Variance.
- I. All open ends of pipe and duct insulation not scheduled for removal shall be encapsulated using lag cloth.
- J. All construction and demolition debris determined by the Environmental Consultant to be contaminated with asbestos shall be handled and disposed of as asbestos waste.
- K. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.

### **3.08 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES**

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Work Area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The persons in the Work Area shall not enter the airlock. No gross removal operations are permitted when waste transfer is in progress.
- B. The containers and equipment shall be removed from the airlock by persons stationed in the washroom during waste removal operations. The external surfaces of containers and equipment shall be cleaned a second time by wet cleaning.
- C. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated 6 mil plastic bags or sheeting, as the item's physical characteristics demand, and sealed airtight.
- D. The clean recontainerized items shall be moved into the airlock that leads to the holding area. Workers in the washroom shall not enter this airlock.
- E. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from the holding area.
- F. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- H. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

### **3.09 WORK AREA DECONTAMINATION, CLEANING, AND CLEARANCE PROCEDURES**

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed unless modified by a Site Specific Variance.
- B. First Cleaning:
  - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
  - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and may either be

decontaminated prior to removal from the Work Area or disposed of as asbestos waste.

3. The Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the Work Area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Abatement Project Monitor shall determine adequacy of coverage.
5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, the first layer of polyethylene sheeting shall then be removed and bagged.

C. Second Cleaning

1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
2. The Abatement Project Monitor shall conduct a second visual inspection of the Work Area for cleanliness.
3. After the required waiting/settling and drying time has elapsed, the second layer of polyethylene sheeting shall be removed and bagged

D. Third Cleaning

1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
2. The Abatement Project Monitor shall conduct a third visual inspection of the Work Area for cleanliness.
3. After the required waiting/settling and drying time has elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant provided no visible asbestos debris/residue; pools of liquid, or condensation remains.
4. Upon receipt of satisfactory final clearance air sampling results, the negative air pressure equipment can then be shut down and the isolation and critical barriers removed. Following this, the decontamination enclosures shall be removed.

E. After isolation and critical barriers are removed, the Abatement Project Monitor and Contractor's Supervisor shall inspect the Work Area for cleanliness. If necessary, additional cleaning shall be performed by the Contractor as directed by the Abatement Project Monitor.

F. As a result of any visual inspection by the Asbestos Project Monitor or should air sampling results indicate high fiber levels, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.

### **3.10 NON-FRIABLE FLOORING AND/OR MASTIC REMOVALS**

A. The following procedures may only be used for the removal of non-friable flooring and/or mastic materials using manual and chemical methods. These procedures shall not apply to beadblaster use or other abrasive abatement methods.



- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures may be utilized and shall be constructed at a location in accordance with the approved Work Plan.
- D. The Work Area shall be prepared per section 3.05, except that ceilings, walls, and floors need not be plasticized.
- E. Negative air shall be maintained at six (6) air changes per hour.
- F. OSHA compliance air monitoring is required per section 1.09.
- G. ACM removal shall follow procedures defined in section 3.07.
- H. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the airlock for double- bagging. The bags or containers shall then be transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts.
- I. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
  - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
  - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
  - 3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
  - 4. The Contractor shall then apply a thin coat of encapsulant to all non-removal surfaces covered with plastic in the Work Area. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Asbestos Project Monitor shall determine adequacy of coverage.
  - 5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
  - 6. Upon receipt of satisfactory final clearance air sampling results, the isolation and critical barriers shall be removed. Following this, the decontamination enclosures shall be removed.

### **3.11 TENT ENCLOSURES**

- A. Tent enclosures may only be used where specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size. For tent enclosures with gross abatement of friable materials, a contiguous decontamination system shall be constructed, maintained and utilized, except for minor size tent enclosure work areas where a remote decontamination enclosure is permitted by Code Rule 56.
- D. The Work Area shall be precleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with two layers of six mil polyethylene and tape.
- E. The tent shall be a single use barrier constructed with a rigid frame and at least two layers of six mil polyethylene unless one layer of six mil polyethylene is otherwise permitted by Code Rule 56. Tents with twenty (20) square feet or less of floor space or no gross removal of friable ACM shall be constructed of one (1) layer of six mil polyethylene and shall include walls, ceilings and a floor (except portions of walls, floors and ceilings that are the removal surface) with double folded seams. All seams shall be sealed airtight using duct tape and/or spray adhesive.
- F. The tent shall be constructed with at least one airlock for worker/waste egress.
- G. A monometer shall be used for all OSHA Class I abatement.
- H. Negative air shall be maintained at four (4) air changes per hour for non-friable and glovebag abatement tent enclosure work areas. Eight (8) air changes shall be maintained for friable gross removal tent enclosure work areas. In a Minor size abatement tent enclosure work area a HEPA vacuum may be used to maintain the required air changes.
- I. OSHA compliance air monitoring is required per section 1.09.
- J. ACM removal shall follow procedures defined in section 3.07.
- K. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed and shall then be placed in a second bag/container before being transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- L. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.

1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
3. The Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
4. After the waiting/settling and drying time requirements have elapsed, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
5. Upon receipt of satisfactory final clearance air sampling results, the tent shall be collapsed into itself, placed in suitable disposal bags, and transported to the waste decontamination enclosure. Isolation and critical barriers shall then be removed.

### **3.12 GLOVEBAG REMOVAL**

- A. Glovebag removals may only be used as specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor. Glovebags may only be used on piping.
- B. In addition to conformance with applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications.
- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- E. Glovebag removals shall utilize commercially available glovebags of at least six mil thickness. Use shall be in accordance with the manufacturer's instructions and the following minimum requirements:
  1. The sides of the glovebag shall be cut to fit the size pipe being removed. Tools shall be inserted into the attached tool pocket.
  2. The glovebag shall be placed around the pipe and the open edges shall be folded and sealed with staples and duct tape. The glovebag shall also be sealed at the pipe to form a tight seal.
  3. Openings shall be made in the glovebag for the wetting tube and HEPA vacuum hose. The opening shall be sealed to form a tight seal.
  4. All glovebags shall be smoke tested by the Asbestos Project Monitor under negative pressure using the HEPA vacuum before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.
  5. After first wetting the materials to be removed, removal may commence. ACM shall be continuously wetted. After removal of the ACM, the piping

- shall be scrubbed or brushed so that no visible ACM remains. Open ends of pipe insulation shall be encapsulated.
6. After the piping is cleaned, the inside of the glovebag shall be washed down and the wetting tube removed. Using the HEPA vacuum, the glovebag shall be collapsed and then twisted and sealed with tape with the ACM at the bottom of the bag.
  7. A disposal bag shall be placed around the glovebag that is then detached from the pipe. The disposal bag is then sealed and transported to the decontamination enclosure.
- F. After glovebag removals are complete, tent decontamination procedures shall be followed.

## **PART 4 DISPOSAL OF ASBESTOS WASTE**

### **4.01 TRANSPORTATION AND DISPOSAL SITE**

- A. The Contractor's Hauler and Disposal Site shall be approved by the Owner's Representative.
- B. The Contractor shall give twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from the site unless the Contractor and Environmental Consultant are present and the Environmental Consultant authorizes the release of the waste as described herein.
- C. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of all asbestos abatement work.
- D. Upon arrival at the Project Site, the Hauler must possess and present to the Environmental Consultant a valid New York State Department of Environmental Conservation Part 364 Asbestos Hauler's Permit. The Environmental Consultant may verify the authenticity of the hauler's permit with the proper authority.
- E. The Hauler, with the Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Manifests.
- F. Unless specifically approved by the Owner, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The Hauler must travel directly to the disposal site as identified on the notifications with no unauthorized stops.

### **4.02 WASTE STORAGE CONTAINERS**

- A. The Environmental Consultant shall verify that the waste storage container and/or truck tags (license plates) match that listed on the New York State Department of

Environmental Conservation Part 364 permit. Any container not listed on the permit shall be removed from the site immediately.

- C. The container shall be plasticized and sealed with two (2) layers of 6 mil polyethylene. Once on site, it shall be kept locked at all times, except during load out. The waste container shall not be used for storage of equipment or contractor supplies.
- D. While on-site, the container shall be labeled with EPA Danger signage:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

- E. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.
- F. The container is not permitted to be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately stenciled on the container.

#### **4.03 ASBESTOS WASTE MANIFESTS**

- A. The proposed asbestos waste manifest shall be submitted to the Owner's Representative prior to the start of the project for review and approval.
- B. The Manifest shall be completed by the Contractor and verified by the Environmental Consultant that all the information and amounts are accurate, and the proper signatures are in place.
- C. The Manifests shall have the appropriate signatures prior to any waste being removed from the site.
- D. Copies of the completed Manifest shall be retained by the Environmental Consultant and the Contractor and shall remain on site for inspection.
- E. Upon arrival at the Disposal Site, the Manifest shall be signed by the Disposal Facility operator to certify receipt of ACM covered by the manifest. The Disposal Facility operator shall return the original Manifest to the Contractor.
- F. The Contractor shall forward copies of the Manifest to the Owner's Representative within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.
- G. Originals of all waste disposal manifests shall be submitted by the Contractor to the Owner's Representative with the final close-out documentation.

END OF SECTION

## SECTION 31 00 00

### EARTHWORK

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Excavation Requirements
  - 2. Stockpiling Materials
  - 3. Backfilling Requirements
  - 4. Compaction
  - 5. Field Quality Control
  - 6. Site Grading

##### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T 99, Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop.
- B. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>).
  - 2. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  - 3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
  - 4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>).
  - 5. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- C. New York State Department of Transportation (NYSDOT)
  - 1. Standard Specifications (US Customary Units), Volumes 1 to 4, January 1, 2021.

##### 1.3 SUBMITTALS

- A. Specification Section 01 33 00 – Submittal Procedures.
- B. Materials source (NYSDOT approved source or NYSDEC mining permit)

- C. Documentation that utilities were contacted prior to construction activities.

#### 1.4 QUALITY ASSURANCE

##### A. Pre-Construction Material Testing

1. Perform testing by the CONTRACTOR's validated testing facility. Submit qualifications of the CONTRACTOR's validated testing facilities. Do not permit work requiring testing until the CITY has approved the selected testing facility. The CITY reserves the right to request additional tests, and more frequent testing by the CONTRACTOR when there is a change (i.e. source or physical properties) in the material or when the materials do not comply with these Specifications at no additional cost to the CITY.
2. Submit results of the pre-construction testing of all materials to the ENGINEER and CITY at least ten days prior to delivery of materials to site.
3. Topsoil:
  - a. The CONTRACTOR shall conduct a minimum of one grain size test (ASTM D6913/D6913M), one soil classification (ASTM D2487), and analytical testing in accordance with NYSDEC DER-10 5.4(e) on a representative sample of each source material.
  - b. Analyze topsoil for percentage of nitrogen, phosphorus, potash, soluble salt, organic matter (loss by ignition), and pH value. One test per source of topsoil is required.

#### 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

##### A. Excavated Material

1. Unsuitable and surplus excavated material and debris shall be disposed of by the CONTRACTOR at a New York State Department of Environmental Conservation (NYSDEC) permitted waste facility, selected by the City of Rome.

#### 1.6 DEFINITIONS

- A. The term "earth excavation" as herein defined shall be construed to mean all classes of material, wet or dry, and shall include so-called muck, hardpan, soft shale or slate, loose disintegrated or decomposed ledge rock, old macadam, topsoil, sod, masonry, and boulders up to ½ cubic yard in volume, all of which can be readily removed with a pick, trenching machine or backhoe equipment.
- B. Rock: Stone or hard bedrock in original ledge, boulders over two cubic yards in volume in open areas and one cubic yard in volume in trenches, that cannot be broken or removed by mechanical equipment such as hydraulic splitters, excavators, or heavy-duty ripping equipment, without the use of explosives or systematic drilling. The equipment must have at

least as much power as a Komatsu PC200 track mounted hydraulic excavator with a 42-inch tight tip radius rock bucket, rated at not less than 140 hp net horsepower with a bucket digging force of not less than 30,000 lbs and an arm crowd force of not less than 20,000 lbs determined according to ISO 9249 and ISO 6015.

- C. Partially weathered rock shall be defined as soil that maintains the apparent structure of bedrock, but can be excavated without use of the method defined in paragraph B above.

## 1.7 SITE CONDITIONS

### A. Protection of Property

1. Necessary arrangements shall be made by the CONTRACTOR with all persons, firms and corporations owning or using any poles, pipes, tracks or conduits, etc., affected by the construction included under this Contract to maintain and protect such facilities during construction. The cost of any such protection shall be paid by the CONTRACTOR.
2. Excavated materials that are not stockpiled for backfill or beneficial reuse shall be immediately removed from the site. The CONTRACTOR shall avoid depositing excavated material on pavements, sidewalks or grass plots, except with written authorization, and then only when adequate temporary provisions have been made for passage and protection of pedestrians and vehicles. Adequate bridging and planked crossings must be provided and maintained across all open trenches for pedestrians and vehicles.
3. The CONTRACTOR shall shore up or otherwise protect all fences, buildings, walls, walks, curbs or other property adjacent to any excavation that might be disturbed during the progress of the work. The CONTRACTOR shall be liable for any damage that may result to neighboring property from excavation, backfill or grading operations.

### B. Excavation Conditions

Not Applicable.

### C. Contaminated Materials:

1. The CONTRACTOR shall be prepared to manage and dispose of contaminated materials in accordance with Section 01 50 00 – Temporary Facilities and Controls - Section 1.17 Debris Control and Removal.
2. The CONTRACTOR shall inform the ENGINEER that work will be completed in delineated areas on the Contract Drawings so the ENGINEER may observe conditions.

### D. Groundwater and Stormwater:

1. It is not anticipated that the Contractor will be required to perform temporary dewatering of groundwater for the work.
2. The CONTRACTOR shall be responsible for managing stormwater runoff by directing flow away from excavations, ponding runoff for pump around, or removing runoff from excavations.



## PART 2 PRODUCTS

### 2.1 EQUIPMENT

- A. The selection of excavation, backfill, and compaction equipment is the CONTRACTOR's responsibility, but shall be subject to the approval of the ENGINEER.
- B. Compaction Equipment:
  - 1. Generally, the following shall apply for the type of material to be compacted.
    - a. Sheepfoot rollers shall be used to compact clay and glacial till soils. The proper ballasted weight shall be determined such that the feet penetrate to their full length on a loose lift to be placed, and with further passes, compact the layer as required.
    - b. Pneumatic or vibratory rollers shall be used to compact sands and gravels. Pneumatic rollers shall have operating weights between 2,000 and 3,500 pounds per tire.
    - c. Smooth steel wheel, pneumatic tired or vibratory rollers shall be used to compact aggregate material. Smooth steel wheel rollers shall have a minimum weight of ten tons. Where possible, rock fill shall be compacted using a self-propelled vibratory steel drum roller weighing at least ten tons.
    - d. In confined areas, and adjacent to utilities, compaction shall be made using hand guided or remoted controlled mechanical vibratory plate tampers or rollers.
  - 2. In all cases, loads shall be adjusted to give the most suitable results for the material being compacted. For heavier, or more efficient types of approved compaction equipment, the minimum number of passes required on all portions of each successive layer shall be determined by the ENGINEER after appropriate field tests to evaluate the efficiency of the equipment have been made. However, layer thicknesses shall not, under any circumstances, exceed those specified.

### 2.2 MATERIALS

- A. Backfill
  - 1. Backfill shall be free from trash, frozen lumps, organic substances, rocks over four inches in diameter, or other materials which cannot be properly compacted. Physical properties shall be such that it can be readily spread and compacted.
  - 2. Backfill shall generally consist of clean imported material.
  - 3. Backfill shall be certified clean from an approved off-Site source. The backfill material shall also be a well-graded compactable granular soil, which is non-expansive and non-collapsible, and shall have less than 12% by weight passing the #200 sieve.
- B. Topsoil
  - 1. May consist of material stripped from onsite disturbance areas in accordance with Section 31 10 00 – Site Clearing.
  - 2. The term topsoil used herein shall mean a soil meeting the soil textural classes established by the USDA Classification System based upon the proportion of sand, silt, and clay size particles after passing a No. 10 (2 millimeter) sieve and subjected to a particle size analysis.
  - 3. The topsoil shall be analyzed for the textural classification based on the USDA Soils Manual with the following classes being acceptable:
    - a. Sandy loam, with not more than 80% sand;
    - b. Loam; and
    - c. Silt loam, with not more than 60% silt
  - 4. The topsoil shall be analyzed for total organic content (TOC) using the USDA-approved

methodology for measuring organic matter by loss-on-ignition of oven dried samples. The samples shall be heated to 400 degrees centigrade (°C) for ignition and measured at 105°C for loss. The samples shall not contain less than 20% nor more than 60% organic matter

5. The topsoil shall be analyzed for the content of the nutrients nitrogen (N), phosphorus (P), and potassium (K) using the Morgan Soil Test or accepted alternative. The sample shall have a nutrient content within the following ranges:
  - a. N – 15-35 ppm
  - b. P – 20-30 ppm
  - c. K – 100-160 ppm
6. If soil does not meet the required nutrient levels, a method for amendment must be submitted, for approval, to the Engineer prior to acceptance.
7. All off-site soil shall be sampled for contaminants of concern and deemed acceptable by the Environmental Professional, unless the imported material is from a certified clean source (e.g. no evidence of historical impacts such as reported spill events, visual impacts, or other indicators of chemical or physical contamination). If testing is necessary, the Contractor must provide access to every soil import location, where sample frequency is per DER-10 Table 5.4(e)10

Table 5.4(e)10			
Recommended Number of Soil Samples for Soil Imported To or Exported From a Site			
Contaminant	VOCs	SVOCs, Inorganics & PCBs/Pesticides*	
Soil Quantity (cubic yards)	Discrete Samples	Composite	Discrete Samples/Composite
0-50	1	1	3-5 discrete samples from different locations in the fill being provided will comprise a composite sample for analysis
50-100	2	1	
100-200	3	1	
200-300	4	1	
300-400	4	2	
400-500	5	2	
500-800	6	2	
800-1000	7	2	
1000	Add an additional 2 VOC and 1 composite for each additional 1000 Cubic yards or consult with DER		

\*PFOA and PFOS are considered semi-volatile compounds, so composite samples are appropriate for these compounds when sampling in accordance with DER-10, Table 5.4(e)10.

8. The topsoil to be furnished by the Contractor shall be loose and friable and free from refuse, stumps, roots, brush, weeds, rocks and stones over 1 1/4 inches (30 millimeters) in diameter. The topsoil shall also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth.
9. The Contractor shall notify the Engineer of the location from which he proposes to furnish topsoil to the project at least 15 calendar days prior to delivery.
10. The topsoil and its source shall be inspected, analytically tested, and approved by the Engineer before the material is delivered to the project. Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.

## PART 3 EXECUTION

### 3.1 WORK AREAS

- A. Unless otherwise approved by the CITY/ENGINEER, the CONTRACTOR shall stockpile soil, store equipment and materials, and establish temporary facilities only in the designated staging areas. Unless otherwise approved by the CITY/ENGINEER, the CONTRACTOR shall keep all construction activities, including equipment transportation, within the project site. Any damage to utilities, structures, or vegetation outside of the project site will be corrected at the expense of the CONTRACTOR.

### 3.2 EXAMINATION

- A. Verify existing plant life designated to remain is tagged or identified.
- B. It shall be the CONTRACTOR's responsibility to investigate the actual conditions existing at the site. No extras will be allowed for any excavations, imported fill, disposal of excess excavated material or material unsuitable for grading, nor for any conditions which would have been foreseen by thorough examination of the site, the Contract Drawings or these Technical Specifications.
- C. Work shall be performed during dry weather periods, except as noted below. Performing work during wet conditions could make the soil slow to dry and thus significantly retard the progress of grading and compaction activities. Concrete removal and excavation may be performed during wet weather periods.

### 3.3 PROTECTION

- A. Prevent displacement of loose soil or rock from falling into excavation; maintain soil and/or rock stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.
- D. Protect trees, plant growth, and features designated to remain, as final landscaping.
- E. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

### 3.4 EXCAVATION PREPARATION

- A. The site will be cleared and grubbed as necessary to perform the work and as specified in Section 31 10 00 – Site Clearing.
- B. The CONTRACTOR shall furnish all labor, materials, tools, equipment, services and incidentals necessary to perform all excavation, backfilling, compacting and grading for site restoration.

- C. It shall be the CONTRACTOR's responsibility, prior to performing excavations, to determine the presence and location of any underground utilities that may be affected by excavations. Any damage caused by the CONTRACTOR's failure to make this verification and/or determination shall be repaired at no cost to the CITY. When work is being conducted in areas, if any, where there are underground obstructions, the CONTRACTOR shall:
1. Call Dig Safely New York at 811 and receive clearance not less than three working days before performing Work.
  2. Coordinate with the appropriate owner of each utility regarding the scope and schedule for utility relocation, in-place protection, or abandonment. Notify owners of pipes, cable, and/or other utilities 48 hours in advance of any excavation work. Underground utilities shall be located and exposed by the CONTRACTOR. Documentation shall be submitted to the CITY/ENGINEER showing notification to owners of buried utilities.
  3. Preserve intact any existing underground pipes, culverts, or other utilities encountered during trenching and backfill operations. Hand excavation shall be required within one foot of any fiber optics, telecommunication, gas, or signal lines and within six inches of any sewer or water lines. If excavation beneath utility lines is required, the utility lines shall be supported as recommended by the owner of the utility, until proper backfill has been replaced beneath them. If any utilities or other structures are damaged or broken by the CONTRACTOR, they shall be replaced or repaired, at the CONTRACTOR's expense, as soon as is practical. Once replaced or repaired, the condition of utilities or structures damaged by the CONTRACTOR shall be at least equal to the condition they were in before the disturbance.

### 3.5 EXCAVATION SAFETY

- A. The safety of all excavations shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall implement procedures consistent with CFR 29 Part 1926, Subpart P and New York Department of Labor Industrial Code Rules, as necessary, to ensure safety of personnel in the vicinity of the excavations and to prevent damage to adjacent property, pavements, utilities, or structures.
- B. Excavation limits are for the purpose of identifying areas that work is to be performed only, and do not necessarily represent safe limits. All excavations shall be free of overhangs, and the sidewalls shall be kept free of loose material. As a minimum, the CONTRACTOR shall slope all excavations to prevent these conditions.
- C. Complete restoration of all obstructions moved or removed to accommodate construction equipment or to facilitate work, shall be required.
- D. Should the CONTRACTOR encounter subsurface and/or latent conditions at the site materially differing from those described in these Technical Specifications the CONTRACTOR shall immediately give written notice to the ENGINEER of such conditions, before they are disturbed, the ENGINEER shall promptly investigate the conditions and if he finds that a change in design and/or specifications is necessary and such change is implemented.

### 3.6 EXCAVATION

- A. The CONTRACTOR shall perform all excavation the lines and grades indicated on the Contract Drawings.

- B. The excavated material shall be handled in such a manner as to cause a minimum of inconvenience to public travel and to permit safe and convenient access to public and private property along the line of Work.
- C. Existing Utilities:
  - 1. At intersections and elsewhere, where there are existing services, such as water mains, gas lines, electric conduits, etc., the CONTRACTOR shall perform exploratory excavations via "Soft dig" techniques to determine location and depth of existing utilities crossing the proposed sanitary sewer a sufficient time in advance of the construction of the proposed work to definitely determine the line and elevation of the existing structures with reference to the new work so that, if required, change in line and/or grade can be made in the new work.
- D. Excavation shall be made to such widths as will give suitable room for removal of existing structures to be removed, and to find and protect existing utilities. The bottom of the excavations shall be rendered firm and dry and in all respects acceptable to the ENGINEER.
- E. Excavation and dewatering shall be accomplished by methods that preserve the undisturbed state of subgrade soils. Subgrade soils that become soft, loose, "quick", or otherwise unsatisfactory for support of structures as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by concrete or Granular Fill as required by the ENGINEER at the CONTRACTOR's expense.
- F. Excavations shall be completed to the depth and dimensions necessary for the proper installation of all work as detailed on the Contract Drawings.
- G. Unless specifically directed by the ENGINEER, excavations shall not be made below the elevations indicated on the Contract Drawings. Where any unauthorized excavation is made below the grades indicated, the excavations shall be restored to the proper elevations with compacted, well graded granular foundation material or flowable fill, at no additional expense to the CITY. In any event, the operations necessary to correct an excess of excavation shall meet with the consent of the ENGINEER.

### 3.7 STOCKPILING

- A. Stockpile materials within areas approved by CITY.
- B. Separate differing materials with dividers or stockpile apart to prevent mixing.
- C. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- D. Stockpile shall be covered when not in use.

### 3.8 PREPARATION FOR BACKFILL

- A. Verify fill foundation has been contoured and compacted. Repair or replace items indicated to remain if they are damaged by excavation.
- B. Work shall be performed during dry weather periods. Performing work during wet conditions could make the soil slow to dry and thus significantly retard the progress of grading and compaction activities.
- C. Compact subgrade to non-yielding condition and to density requirements for subsequent backfill materials.
- D. Cut out soft areas of subgrade not capable of compaction in place. Backfill with clean fill material and compact to density equal to or greater than requirements for subsequent fill material.
- E. When material varies from optimum moisture content, it shall be treated in the following manner. When a deficiency in moisture content exists, the material shall be watered and thoroughly mixed until optimum moisture content is attained. When an excess in moisture content exists, the material shall be worked and aerated until optimum moisture content is attained.
- F. Any large rocks encountered during the subgrade preparation process which constitute as a hazard, due to size or protrusion from the finished subgrade, shall be removed and disposed of as directed by the ENGINEER.
- G. The finished subgrade surface shall be firm and uniform, true to grade and cross-section, and shall be approved by the ENGINEER before placing subsequent material thereon. Subgrade that does not conform to the requirements as to grade, cross section, moisture content or density shall be reworked until such requirements are met. Bedrock subgrade shall be free of voids larger than two inches in width. When voids with a width greater than two inches are encountered, they shall be filled with a cement-sand grout or flowable fill to match the surrounding subgrade line and grade.

### 3.9 BACKFILL

- A. All excavations shall be backfilled as soon as practical.

- B. The method and degree of compacting backfill will be governed by the type of material and the extent to which any subsequent settlement can be permitted.
- C. Backfilling shall be done with sound material, free from waste, objectionable organic matter, rubbish, boggy or other unsuitable materials. No frozen material shall be used for backfilling. Under no conditions will the CONTRACTOR be permitted to place material that is frozen, or place fill material on frozen ground.
- D. Backfilling shall begin as soon as practicable after structures and pipelines have been installed, inspected, and tested as required. Material for bedding and backfill shall be as shown on the Contract Drawings and as specified in Section 31 00 00 - Earthwork.
- E. Backfill shall be placed in uniform horizontal layers and shall be tamped or otherwise consolidated as the work progresses. In no case shall the consolidated layers of backfill be more than twelve inches in depth. Lumps of earth shall be broken up and if there are any stones or lumps that cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine materials.
- F. The remaining upper portion of the trench may be backfilled by machine, but the work shall be done in such a way as to prevent dropping of material directly on top of the conduit or pipe through any great vertical distance exceeding two feet.
- G. Backfill should be placed in maximum lifts of 12 inches of loose material while backfilling and lifts shall not exceed six inches of loose material in confined areas.

### 3.10 COMPACTION OF MATERIALS

- A. It shall be the CONTRACTOR's responsibility to properly place and compact all materials and to correct any deficiencies resulting from insufficient or improper compaction of such materials. The CONTRACTOR shall determine the type, size and weight of compactor best suited to the work at hand, select and control the lift (layer) thickness, exert proper control over the moisture content of the material, and other details necessary to obtain satisfactory results.
- B. Compaction shall be continuous over the entire area, and compaction equipment shall make sufficient passes so that the specified minimum density has been achieved throughout the entire backfill.
- C. Maintain optimum moisture content of Backfill materials to attain required compaction density. When material varies from optimum moisture content, it shall be treated in the following manner. When a deficiency in moisture content exists, the material shall be watered and thoroughly mixed until optimum moisture content is attained. When an excess in moisture content exists, the material shall be worked and aerated until optimum moisture content is attained.
- D. Compaction shall be completed with sheepsfoot roller, segmented steel wheeled rollers, pneumatic tired rollers, smooth drum steel rollers, vibratory rollers, or other suitable types of compaction equipment.

- E. Compaction Requirements:
  - 1. Backfill material shall be compacted to a minimum of 95% of the maximum dry density and within two percent above or below the optimum moisture content value (ASTM D698).
  - 2. Material that is shown to be less than the required maximum dry density shall be reworked by the CONTRACTOR and retested until the material meets the compaction requirement at no additional cost to the CITY.

### 3.11 FIELD QUALITY CONTROL

- A. Employ a Professional Geotechnical Engineer licensed in the State of New York to perform compaction testing.
- B. CONTRACTOR's independent Geotechnical Engineer shall test fill materials in accordance with the following:
  - 1. Material Test: ASTM D6913, D4318, and D698, one per 500 CY of imported material.
- C. When tests indicate Work does not meet specified requirements, continue compactive effort and retest.

### 3.12 SITE GRADING

- A. The CONTRACTOR shall perform all grading work indicated on the Contract Drawings or specified. The surface area of the site, including all excavations, cuts, fills and embankments, shall be finished to the lines, grades and cross-sections shown on the Plans, and shall be cleaned of all loose material.
- B. Grading in preparation for placing of topsoil shall be performed at all locations indicated on the Contract Drawings, to the lines and grades shown and as directed by the ENGINEER. During the course of grading, the subgrade shall be maintained in such condition that it will be well drained at all times.
- C. If at the time of grading it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use.
- D. Rough grading shall be stopped six inches below final grade and leveled off, and topsoil shall be placed and finished to final grade.
- E. The disturbed areas shall be finish graded. Any roots, rocks larger than three inches in size, or other undesirable material shall be removed from the surface immediately and the surface shall be prepared for vegetative stabilization. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Contract Drawings or as directed by the ENGINEER.
- F. Perform grading operations as shown on the Contract Drawings so that the ground surface will be well-drained at all times. Maintain benching and drainage ditches and keep them open and free from soil, debris, and leaves until final acceptance of the Work. Finish all grading on neat, regular lines conforming to the sections, lines, grades, and contours shown on the Contract Drawings, or if not shown, in accordance with the criteria set forth herein. Perform the grading work in proper sequence with all other associated operations.



- G. The CONTRACTOR shall replace all surface material, and restore paving, curbing, sidewalks, gutters, fences and all other items that were disturbed by the construction so that they shall be equal to the original condition.

### 3.13 TOPSOIL

- A. Topsoil shall be placed on all other disturbed areas prior to seeding and site restoration activities.
- B. On areas to receive topsoil, the compacted subgrade soil shall be scarified to a minimum depth of 4-inches for bonding of topsoil with subsoil.
- C. Topsoil shall be spread evenly to a minimum thickness of six inches and graded to the elevation and slopes indicated on the Contract Drawings.
- D. Topsoil shall not be spread when frozen or excessively wet or dry.
- E. Compact using excavator or other equipment to a uniformly consistent moderate density. Avoid a loose condition of topsoil and avoid over-compacting topsoil. Compaction testing is not required.
- F. Seed finished areas within seven days in accordance with Section 32 92 19 – Seeding to prevent erosion and dust. CONTRACTOR shall restore any eroded areas to existing contours and elevations prior to seeding.

### 3.14 GRADING TOLERANCES

- A. The surface elevation shall be: Plus or minus 0.2 feet.
- B. The grading slope shall be: Plus or minus 0.5%.
- C. Placed material not conforming to the specified tolerance limits shall be removed and replaced as directed by the ENGINEER at no additional cost to the CITY.

### 3.15 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

### 3.16 SPOILING

- A. Spoil excess excavated material not used as backfill in locations approved by the CITY.
- B. Coordinate with the CITY and ENGINEER for placement of spoil. CONTRACTOR shall stake perimeter of spoil sites for CITY and ENGINEER approval prior to placing fill.
- C. Spoil thickness shall be no greater than five feet.
- D. Prevent erosion and migration of spoiled material by use of best management practices.

- E. Compact spoil with a minimum of one pass with dozer or fully loaded scraper, or equivalent. Maximum thickness of a layer or lift prior to compaction shall be 18 inches.

### 3.17 FUGITIVE DUST CONTROL

- A. CONTRACTOR shall implement fugitive dust control measures as necessary during all phases of the work.
- B. CONTRACTOR shall apply water to suppress dust.

### 3.18 PROTECTION OF FINISHED WORK

- A. CONTRACTOR shall properly grade area to prevent erosion.
- B. Prohibit construction traffic over finished Backfill.
- C. Reshape and re-compact fills subjected to vehicular traffic.
- D. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site.
- E. CONTRACTOR shall take appropriate measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been established.
- F. CONTRACTOR shall seed disturbed areas that receive topsoil in accordance with Section 32 92 19 – Seeding. Seeding of critical slope areas shall be completed within 48 hours of final grading.

END OF SECTION

## SECTION 31 10 00

### SITE CLEARING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Clearing Trees and Vegetation in Work Areas.
  - 2. Topsoil Stripping.
  - 3. Asphalt Removal.
  - 4. Asphalt Subbase removal.
  - 5. Disposal of Debris from Clearing Work.

##### 1.2 REFERENCES

- A. Work activities shall be performed in general compliance with American National Standards Institute (ANSI) Z-133: American Standard of Tree Worker Safety, and ANSI A300: Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance.

#### PART 2 PRODUCTS - Not Used.

#### PART 3 EXECUTION

##### 3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify waste and stockpile areas for placing removed materials.

##### 3.2 PREPARATION

- A. Call Dig Safely New York at 811 and receive clearance not less than two full working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
  - 2. Comply with additional requirements presented in Section 31 00 00 – Earthwork.

##### 3.3 PROTECTION

- A. Locate, identify, and protect utilities from damage unless drawings indicate otherwise or the CITY approves their removal.
- B. Protect benchmarks, survey control points, and existing structures from damage or displacement.

- C. Protect trees not shown to be removed on the Drawings, unless approved otherwise by ENGINEER.

### 3.4 CLEARING AND GRUBBING

- A. Areas to be excavated and filled shall be first cleared and grubbed. Clearing shall consist of removal above the ground surface of trees, stumps, brush, bushes, and similar debris. Grubbing shall consist of removal of stumps, roots, buried logs, and other unsuitable material and shall be performed in areas to be graded.
- B. Clear trees and vegetation as required for access to site and execution of Work to the existing ground surface as directed by CITY/ENGINEER. Do not clear trees without CITY/ENGINEER approval.
- C. Roots two (2) inches in diameter or greater shall be removed to a depth of at least 12 inches below ground.

### 3.5 TOPSOIL

- A. Section 31 00 00 - Earthwork.
- B. Prior to all earthwork activities, but after clearing as defined above, strip topsoil and store in a separate stockpile for reuse and final dressing of finished earthwork. Stripping shall consist of removal of weeds, grasses, topsoil, organic soil, or other vegetation not removed during clearing operations.
- C. Topsoil should be removed in accordance with the Contract Drawings. The CITY or ENGINEER may ask the CONTRACTOR to strip additional soil in order to remove all organic soil.
- D. Topsoil shall be stockpiled for future use in re-vegetating exposed slopes and disturbed areas.
- E. Topsoil containing sod and plant matter shall be thoroughly mixed, until homogeneous, before final reuse.
- F. Topsoil shall be kept separate from other backfill material and shall not be used in structural fills or structural fill areas.

### 3.6 DEBRIS REMOVAL

- A. Do not burn or bury materials on site, unless specifically stated otherwise. Leave site in clean condition.
- B. Removed items shall become the property of the CONTRACTOR and shall be disposed of by the CONTRACTOR according to state and local regulations unless otherwise stated by the CITY.

END OF SECTION

## SECTION 31 25 00

### EROSION AND SEDIMENTATION CONTROLS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Wattles
  - 2. Inlet Protection

##### 1.2 REFERENCES

- A. New York State:
  - 1. Standards and Specifications for Erosion and Sediment Control (current edition).
  - 2. Stormwater Design Manual (current edition).
  - 3. New York State Department of Transportation (NYSDOT) Standard Specifications (current edition).

##### 1.3 SUBMITTALS

- A. Specification Section 01 33 00 – Submittal Requirements.
- B. Product Data: Silt fence fabric and materials.
- C. Manufacturer's Certificate: Certify silt socks/wattles/haybales, inlet protection meet or exceed New York State Erosion, Sediment & Stormwater requirements.

##### 1.4 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. The excavation, grading, and moving of soil materials shall be scheduled to minimize to the extent practical, the size of areas that will be unprotected from erosion. Disturbed areas shall be restored according to the Technical Specifications and Contract Drawings, as soon as is feasible.
- C. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- D. Silt fences or other erosion control devices shall be installed as necessary to minimize and control erosion during and subsequent to construction. Erosion controls shall remain in place during the entire construction period or as otherwise specified. The CONTRACTOR shall:
- E. Protect the work from erosion. Erosion of embankments, cuts, and natural slopes that occurs during construction of the project shall be repaired by the CONTRACTOR at his expense.

- F. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.

## PART 2 PRODUCTS

### 2.1 SILT FENCE, STAKES AND POSTS

- A. Wood, metal, or synthetic posts may be used. Softwood post shall be 1½" x 3½", hardwood post shall be at least 1¼" x 1¼", steel post shall be "T" or "L" shaped in cross section, with a minimum weight of 1.33lbs./ft.
- B. Posts shall be a minimum of 4' long and shall be spaced a maximum of 4 feet apart unless otherwise recommended by the manufacturer.
- C. Furnish posts to meet the minimum requirements in the NYSDOT Standard Specifications, Section 209-2.06.

### 2.2 WATTLES

- A. Materials: Agricultural Straw Tubular Netting Typical Wattle Sizes:
- B. Nominal Diameter 9.0 in 12.0 in 20.0 in Minimum Diameter 8.5 in
- C. Length (± 10%) 25.0 ft
- D. Weight (± 10%) 50.0 lb/cf
- E. Description: Straw Wattles are tubular products consisting of agricultural straw fibers encased in tubular netting. Physical Properties: Fiber: Agricultural Straw Net Configuration: Totally encased.

## PART 3 EXECUTION

### 3.1 INSTALLATION OF EROSION CONTROLS

- A. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.
- B. Provide EROSION CONTROLS where shown on the Contract Drawings or as directed and where necessary to minimize erosion and sediment runoff as described in the CONTRACTOR'S approved E&SC Plan as a temporary structural practice.
- C. Install silt fences to retain sediment prior to initiating each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading).
- D. Place silt fence parallel with grading contour.
- E. The ends of the fence shall be extended up slope to prevent water from flowing around ends of the fence.

### 3.2 REMOVAL OF MATERIALS

- A. Following completion of the project, all materials shall be removed from the Site once turf/vegetation has been established.

### 3.3 MAINTENANCE

- A. Maintain the erosion and sediment control measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, and repair of erosion and sediment control measures. Use the following procedures to maintain the protective measures.
  - 1. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment control are in good working order.

### 3.4 INSPECTIONS

- A. General
  - 1. Inspect disturbed areas of the construction site; areas that have not been finally stabilized; areas used for storage of materials; areas exposed to precipitation, stabilization practices, structural practices, other controls; and areas where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site, or as required. Once disturbed areas have been stabilized, the inspection schedule may be relaxed to once every month with the Owner's approval.
- F. Inspections Details
  - 1. Inspect disturbed areas and areas used for material storage that are exposed to precipitation for evidence of, or the potential for, sediment entering the drainage system. Observe erosion and sediment control measures to ensure that they are operating correctly. Inspect discharge locations or points to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Inspect locations where vehicles exit the site for evidence of offsite sediment tracking.
- G. Inspection Reports
  - 1. For each inspection conducted, prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, maintenance performed, and actions taken. A copy of the inspection report shall be maintained on the job site and furnished to Owner upon request.

### 3.5 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.

END OF SECTION

## SECTION 32 92 19

### SEEDING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes
  - 1. Seeding.
  - 2. Mulching.
  - 3. Maintenance.

##### 1.2 SUBMITTALS

Submittal Section 01 33 00 - Submittal Requirements.

- A. Delivery schedule of all materials.
- B. Written calendar time period for the vegetation establishment period. When there is more than one vegetation establishment period, describe the boundaries of the vegetated area covered for each period.
- C. Prior to delivery of materials, certifications that materials meet requirements specified.
- D. Seed reports - mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested and state certification.
- E. Fertilizer - chemical analysis, composition percent.
- F. Mulch - chemical analysis, composition percent.
- G. Product data, manufacturer's specifications and recommended application rates shall be submitted and approved prior to scheduling delivery.

##### 1.3 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

##### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- B. Except for bulk deliverables, materials shall not be dropped or dumped from vehicles. Materials shall be handled so as to prevent damage.
- C. Materials will be inspected upon arrival by ENGINEER for conformance to specifications.



- D. Materials shall be stored in areas that provide protection from damage. Seed shall be stored in a cool, dry location away from contaminants.
- E. Seed and fertilizer will be stored in cool, dry locations away from contaminants.
- F. Chemical treatment materials will not be stored with other landscape materials.

## 1.5 GUARANTEE

- A. Vegetative growth shall be guaranteed for one year from the date of final completion.
- B. At the end of the guarantee period, any dead, unhealthy or badly impaired areas shall be replaced.
- C. All replacements shall be in kind and at no additional cost to the CITY.

## PART 2 PRODUCTS

### 2.1 SEED MIXTURE

- A. State-approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material.
- B. Labels shall be in conformance with AMS-01 and applicable state seed laws.
- C. Seed mixtures shall meet the requirements of NYSDOT Standard Specifications Section 713-04.
- D. Seed Mixtures—All species and their cultivars or varieties must be disease and insect resistant, not considered noxious or invasive, guaranteed hardy and adapted for the locality, and among the top 25% of commercially-available seed types as rated by NTEP (National Turfgrass Evaluation Program). Approved manufacturers:  
<https://www.dot.ny.gov/divisions/engineering/technical-services/technical-services-repository/alme/pages/71304.pdf>
  - 1. Lawn Seed Mix for disturbed residential lawn areas shall meet NYSDOT Standard Specification requirements for Lawn Seed Mix defined in Section 713-04.
    - a. Lawn Seed Mix shall consist of the following seed mixture:

Common Name	Scientific Name	Percent
Kentucky Bluegrass (3 var. mix)	<i>Poa pratensis</i>	15-40
Fine Fescue (2 var. min. must include creeping red)	<i>Festuca rubra</i> var.	30-50
Perennial Ryegrass (2 var. min)	<i>Lolium perenne</i>	15-40
Annual Ryegrass	<i>Lolium multiflorum</i>	5-15


2. General Roadside Seed Mix for all other disturbed areas as indicated in the Contract Drawings shall meet NYSDOT Standard Specification requirements for General Roadside Seed Mix defined in Section 713-04.

a. General Roadside Seed Mix shall consist of the following seed mixture:

Common Name	Scientific Name	Percent
Fine Fescue (2 var. min. must include creeping red)	<i>Festuca rubra var.</i>	50-70
Perennial Ryegrass (2 var. min)	<i>Lolium perenne</i>	15-40
Annual Ryegrass	<i>Lolium multiflorum</i>	5-15
Clover (White preferred)	<i>Trifolium repens</i>	5-10

E. Weed seed shall not exceed one percent by weight of the total mixture.

F. Wet, moldy or otherwise damaged seed shall be rejected.

## 2.2 FERTILIZER

A. Fertilizer may be used with permission by the ENGINEER. The CONTRACTOR must submit the fertilizer details to the ENGINEER for approval prior to use.

B. Fertilizer shall meet NYSDOT Standard Specification requirements defined in Section 713-03.

## 2.3 MYCORRHIZAL FUNGI

A. Mycorrhizal Fungi shall meet NYSDOT Standard Specification requirements defined in Section 713-09.

## 2.4 PESTICIDES

A. Pesticides shall meet NYSDOT Standard Specification requirements defined in Section 713-13.

## 2.5 MULCH

- A. Mulch for turf establishment and erosion control shall meet NYSDOT Standard Specification requirements for either Type I Wood Fiber Mulch, Type II Cellulose Mulch, Type III Cellulose and Wood Fiber Mulch Blend, Type IV Cotton Hydro Mulch, or Type V Pelletized Hydro Mulch defined in Section 713-11.
- B. Mulch shall be spread over all non-critical seeded areas.
- C. Mulch shall be free from weeds, mold, and other deleterious materials.

## PART 3 EXECUTION

### 3.1 SEEDING CONDITIONS

- A. Seeding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the Work shall be stopped when directed. When special conditions warrant a variance to the seeding operations, proposed times shall be submitted to and approved by the ENGINEER.
- B. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed by the ENGINEER.
- C. When special conditions warrant a variance to the seeding operations, proposed times shall be submitted to and approved by the ENGINEER.
- D. If permanent seeding cannot be completed within the dates specified in NYSDOT Standard Specifications requirements of Table 610-1 Sodding Seasons for U.S. Department of Agriculture R1, install temporary seed and mulch in accordance with NYSDOT Standard Specifications 209-3.03. If neither permanent nor temporary seeding can be installed within the recommended seeding periods, use temporary mulching or erosion control blanketing to protect the site and delay seeding until the next recommended seeding period.

### 3.2 PREPARATION

- A. Identify all areas that will require seeding. This includes all disturbed areas.
- B. Verify prepared soil base is ready to receive the Work of this section.
- C. Prepare seeding surface to a smooth and equipment- track-free surface.
- D. Fertilization shall be performed in accordance with NYSDOT Standard Specification Section 610-3.06 – Soil Amendments.
  - 1. Distribute fertilizer evenly over the surface of the soil in areas to be seeded as shown on the Contract Drawings or as directed by the ENGINEER. Fertilize with 600 pounds of 10-10-10 (N-P2O5-K2O) per acre (14 pounds per 1,000 square feet). Any application method that will ensure an even distribution will be acceptable.

- E. Tillage:
  - 1. Soil on slopes gentler than 3:1 (horizontal to vertical) shall be tilled to a minimum depth of four inches.
  - 2. On slopes between 3:1 and 1:1, the soil shall be tilled to a minimum depth of two inches by scarifying with heavy york rakes or other method.
  - 3. Rototillers shall be used where soil conditions and length of slope permit.
  - 4. On slopes 1:1 and steeper, no tillage is required.

### 3.3 SEEDING

- A. Sow grass seed in accordance with NYSDOT Standard Specifications requirements of Table 610-1 Sodding Seasons for U.S. Department of Agriculture R1, unless otherwise approved by ENGINEER.
- B. Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rain, traffic, or other cause, shall be reworked to restore the ground condition previously specified. Seeding operations shall not take place when the wind velocity exceeds five miles per hour and will prevent uniform seed distribution.
- C. Seed shall be uniformly drill seeded. Evenly distribute the seed by sowing equal quantities in two directions at right angles to each other and crossing over each other. Seed shall be uniformly drilled to an average depth of 1/2 inch and at the rates specified using equipment having drills not more than 6-1/2 inches apart. Row markers shall be used with the drill seeder.
- D. Application Rates:
  - 1. Lawn Seed Mix: 30 pounds (lbs.) per acre
  - 2. Highland Terrace Seed Mix: 20 lbs. per acre
  - 3. General Roadside Seed Mix: 30 lbs. per acre
- E. Immediately after seeding, except for slopes 3-horizontal-to-1-vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Areas seeded with seed drills equipped with rollers shall not be rolled.
- F. Water all seeded areas until grass is well established, as described in Section 3.6.
- G. Do not seed shoreline areas in excess of that which can be covered with Erosion Control Blanket on same day.
- H. Do not seed immediately following rain, when ground is too dry, or when winds are over 12 mph.

### 3.4 CRITICAL AREA SEEDING

- A. Critical areas are all areas with a slope greater than 4:1.
- B. Critical areas shall be seeded within 48 hours of final grading.

### 3.5 MULCHING

- A. Mulching shall be performed on the same day as seeding. The CONTRACTOR shall use prairie hay fixed in place with mechanical anchoring on all slopes less than 4:1.
- B. Mulch shall be spread uniformly at the rate of two tons per acre. Mulch shall be spread by hand, blower-type mulch spreader or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of a steep slope and continued uniformly until the area is covered. The mulch shall not be bunched.
- C. Immediately following spreading, the mulch shall be anchored to the soil by a scalloped-disk land packer designed to force mulch into the soil surface, or other suitable equipment approved by the ENGINEER. Mulch that is not anchored to the soil will be rejected.

### 3.6 SEED PROTECTION

- A. Immediately after seeding, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed by the ENGINEER.

### 3.7 VEGETATION ESTABLISHMENT PERIOD

- A. Seeded areas shall be watered at a minimum as follows:
  - 1. Water twice a day (to apply a minimum of ¼ inch per watering event) for seven days to promote seed germination, then
  - 2. Water once a day (to apply a minimum of ¼ inch per watering event) for seven days, then
  - 3. Water three times a week to apply a minimum of 1 inch per week for an additional 28 days.
  - 4. Skip the next watering event if a rain event occurs that is greater than the amount to be applied during that water event.
- B. Control growth of weeds. Apply herbicides to seeded areas. Remedy damage resulting from improper use of herbicides. Manually or mechanically remove weeds from seeded areas or complete weed removal by other methods in these areas as approved by ENGINEER.
- C. Control pests that may hinder vegetation establishment.
- D. Immediately reseed and water areas showing bare spots.
- E. Repair washouts or gullies.
- F. Vegetation Establishment Period execution shall continue until:
  - 1. Minimum watering events have been completed.
  - 2. Vegetative cover is established over 95 percent of seeded areas.
  - 3. Not more than five percent of areas with bare spots larger than one square foot.
  - 4. Less than 15 percent invasive species are present at areas vegetated by CONTRACTOR.
  - 5. Written approval by ENGINEER.
- G. If vegetation establishment is inadequate as determined by the ENGINEER, the CONTRACTOR shall follow up with a single visit, within two weeks, to add soil in rills as determined necessary at the time, prepare seed bed, seed, and mulch in accordance with the specifications.

- H. If the project area is seeded in the late fall or winter where vegetation cannot be established, the CONTRACTOR is responsible for any reseeding required in the following spring to establish vegetation in all disturbed areas.

### 3.8 MAINTENANCE

- A. Maintenance of the seeded areas shall include eradicating weeds, eradicating diseases and insects, protecting embankments and ditches from erosion, maintaining erosion control materials and mulch until growth is satisfactorily established, protecting turfed areas from traffic and mowing to maintain turf stand, watering and post fertilization.
- B. Mow entire seeded area once to a height of 6 inches after final completion during the guarantee period when the stand of grass is between 12 and 24 inches in height.
- C. Watering shall be at intervals to obtain moist soil condition to a minimum depth of 1 inch. Frequency of watering and quantity of water shall be adjusted in accordance with the growth of the vegetation. Runoff, puddling and wilting shall be prevented.
- D. Nitrogen carrier fertilizer shall be applied at the rate of no more than 0.5 pounds per 1000 square feet after the first month and again prior to the final acceptance. The application shall be timed prior to the advent of winter dormancy and shall avoid excessively high nitrogen levels. Notify ENGINEER at least one week prior to application.
- E. The CONTRACTOR shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall be repaired or replaced as required.

END OF SECTION

**UPDATED REPORT OF STRUCTURAL EVALUATION  
BASED ON 12/3/2013 SITE VISIT**

***Railroad Property Development Corp Facility***

***Railroad Street, Rome, NY***

Prepared by:  
Carl A. Nordberg, PE  
January 17, 2014  
Project No: 2013-054

Submitted to:  
Mr. Steven Huntzinger  
Office of Corporation Counsel  
City of Rome  
198 North Washington Street  
Rome, NY 13440

This report has been prepared for specific application to the subject project in accordance with generally accepted engineering practices. No other warranty, expressed or implied, is made.

*Providing Complete Structural Engineering Services*

## INTRODUCTION & EXECUTIVE SUMMARY

Interactive Engineering Solutions, PC (IESolutions) was retained by the City of Rome to re-visit and update our 2004 evaluation of the structural condition of several buildings at the former Revere Copper and Brass, Inc. (Rome Manufacturing Company Division) facility on Railroad Street in Rome, NY. The facility is owned by Railroad Property Development Corp which is currently in litigation against the City of Rome regarding a notice to abate an unsafe condition associated with buildings at the facility.

Doug Cahill, PE and Carl Nordberg, PE of IESolutions visited the site on December 3rd, 2013 to view the current conditions of the buildings. Based on IESolutions' visual observation and structural evaluation, our 2004 conclusion that Buildings 1, 2, 3, 4, 6, 6a and 35 are unsafe and pose an immediate hazard to life and property is confirmed. Since the 2004 site visit, several locations have had significant partial roof collapses and the structures continue to deteriorate with exposure to the weather. IESolutions recommends that they be removed or immediately undergo significant restoration to a safe condition.

In 2004 IESolutions found that the condition of Buildings 4a, 5, 8, 32, and 33 are deteriorated and we recommended that they be carefully reviewed by the owner's engineer and a coherent plan of repair be developed to restore these buildings to a safe condition, or the buildings should also be removed. Our current observations confirm that these adjacent structures are deteriorated and need repair or removal. If the buildings are to be kept, the owner's engineer should design structural retrofit to repair these buildings with consideration given to the conditions once the adjoining buildings are removed.

Finally, IESolutions recommended that the interface between Building 39 and the adjacent Buildings 6 and 35 be reviewed by the owner's engineer and remedial action be taken as appropriate to assure the structural integrity of Building 39 columns, given the apparent interdependence between the structural systems and the severely deteriorated condition of Buildings 6 and 35. Although the owner has removed debris from the portions of building 6 and 35 that had collapsed and was observed in 2004 (See Photo 31) to be piled throughout the area, the "tie-in" of the roof to the building 39 columns remains. Since the roof of building 6 and 35 is currently exhibiting significant distress with numerous new locations of partial roof collapses, the concern is even more relevant. Unusual loading of the columns of Building 39 could occur and result in damage to that building as additional portions of the roof at building 6 and 35 collapse.

As mentioned in the paragraph above, IESolutions observed that the owner has removed debris that was observed in 2004 to be on the ground in areas of Building 6 and 35. This has resulted in the undesirable effect that the owner now uses an area at the north end of building 35 to store "table-like" manufacturing accessories (stacked upside-down? See Photo 17). Although this portion of the building has less deterioration and may keep the items mostly dry, the area was observed to have significant ice on the floor and the building is not safe. IESolutions believes there is a very real concern that as more and more of the roof of the buildings collapse; the whole structure may eventually come down unexpectedly. It would be unfortunate to lose the stored equipment, and tragic if personnel happen to be working with the stored material at the time.

In general, IESolutions' recent observations re-confirm our evaluation of the structure and our recommendations included in our 2004 report. Since 2004, many areas of the facility have seen partial roof collapse that expose the structures to even more weathering while reducing their strength to resist a snow, wind, or seismic event.

See Sketch SK-1 in Appendix A for the overall facility layout and building designations.



## FOCUS

The recent observations of the condition of the facility confirm the findings and recommendations presented in our 2004 report. With the advanced deterioration of the wood structures the concerns are, if anything, more acute now than in 2004. The 2004 report included discussions of the change in the structural systems; the change in loading of the systems; evaluation of the structural systems; and some calculations that tabulated the deterioration within the facility. This information is not repeated herein, but is still valid, and in many areas of the facility, is more pertinent now due to the progressed deterioration of the building since 2004. The remainder of this report therefore presents photos and discussion comparing the conditions in 2004 and 2013. Photos were re-taken at each location documented in the original report and are presented in Appendix B side-by-side with the original photo and explanatory commentary. Additional photos were taken at locations where new conditions demonstrate the ongoing and advanced state of deterioration of the buildings. These photos are presented in Appendix C along with explanatory commentary. See Sketch SK-2 and SK-3 in Appendix A for the location of each photo.

## CONCLUSIONS

The recent field observations revealed a progression of the deteriorated and unsafe condition of the buildings and IESolutions reaffirms the 2004 conclusion and categorization of these buildings as unsafe. Since the 2004 site visit the roof at many locations has failed and partially collapsed, additionally, the second floor of Buildings 4 and 4A are no longer safe to traverse (In 2004 a path of metal plating allowed some access). The significant number of new rotted and broken wood members since 2004 makes the concept of repairs cost prohibitive and likely unviable.

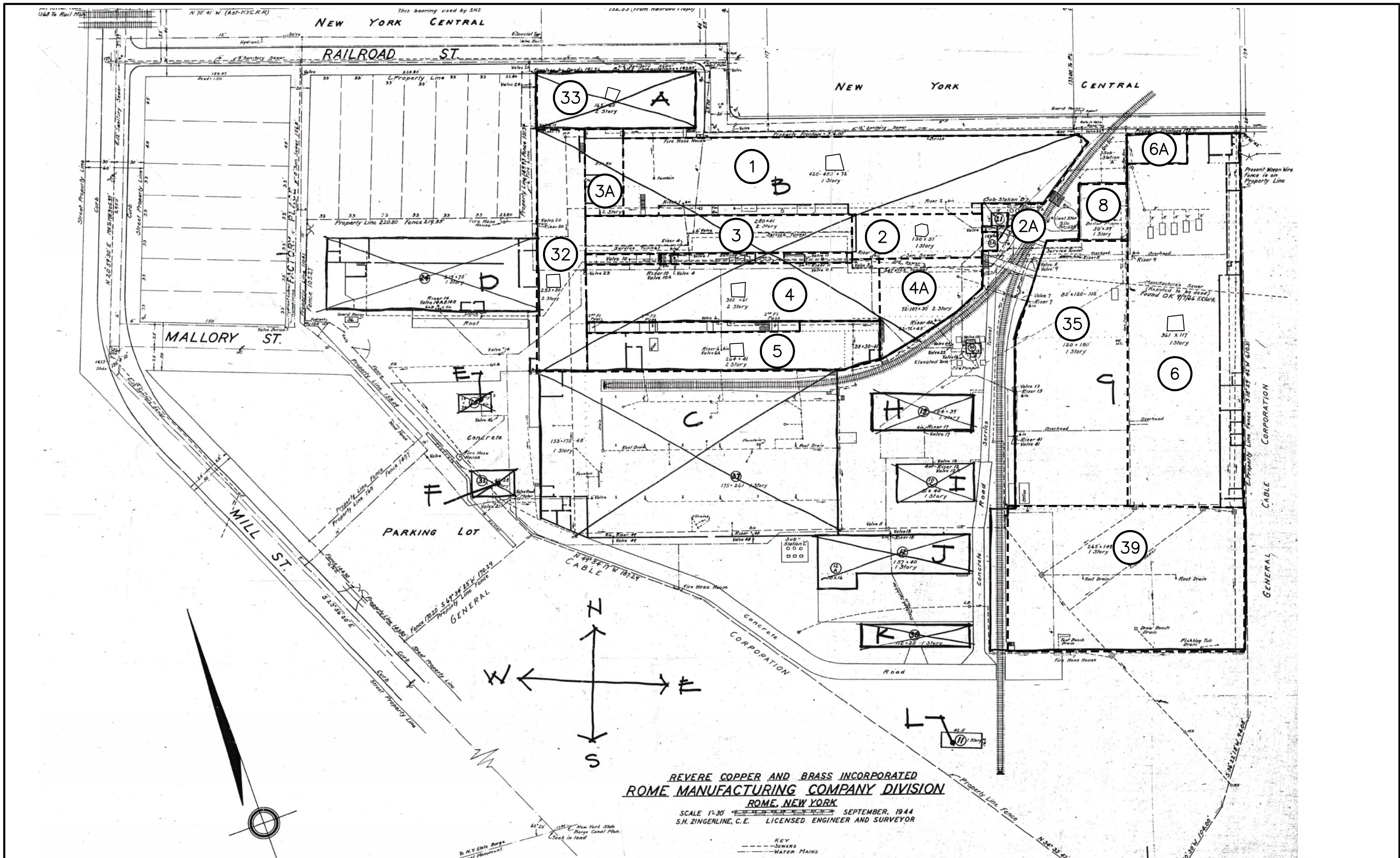
As in 2004, it is clear, by the presence of both small and large collapses of roof and floor structures throughout the facility (including many new and expanding ones), by the absence of various structural members, and by the overall deterioration recently observed, that several of the buildings in the complex are unsafe in their current condition. In the past few years since our initial observations, many small and a few larger collapses have occurred. Presumably the areas were vacant at the time and no one was injured. Going forward, IESolutions expects that additional collapses will occur, and it is probable that larger portions of the structure will come down as the structural systems become further compromised. This poses an unsafe condition within the buildings reviewed and in the surrounding buildings and adjacent portions of the property.

Although some debris was observed to have been removed from various locations throughout the facility since 2004, there were no apparent repairs to the structural systems of the buildings. Removal of fallen debris does not address the concern that the buildings are no longer structurally sound. Based on IESolutions' recent visual observation and structural evaluation, Buildings 1, 2, 3, 4, 6, 6a and 35 are unsafe and pose an immediate hazard to life and property, and IESolutions recommends that they be removed. As in 2004, IESolutions further found that the current condition of Buildings 4a, 5, 8, 32, and 33 are deteriorated and we recommend that they be carefully reviewed by the owner's engineer and a coherent plan of repair be developed to restore these buildings to a safe condition, or the buildings be removed. Finally, IESolutions recommends that the interface between Building 39 and the adjacent Buildings 6 and 35 be reviewed by the owner's engineer and remedial action taken as appropriate to assure the structural integrity of Building 39 columns given the apparent interdependence between the structural systems and the severely deteriorated condition of Buildings 6 and 35.

It is important to note that removal of building materials and debris should be completed by qualified personnel. Some materials may need testing and specialty handling and disposal if asbestos, lead, or other hazardous materials are present. Likewise, demolition needs to be completed with consideration for stability of the partially removed structures. This is not a do-it-yourself project.

## APPENDIX A: SKETCHES





DRAWN KGC  
DATE 01-17-14

SCALE  
NTS

**IE Solutions**  
Interaction Engineering Solutions, PC

UTICA - ROME:  
1721 Black River Blvd  
Rome, NY 13440  
315-339-7855

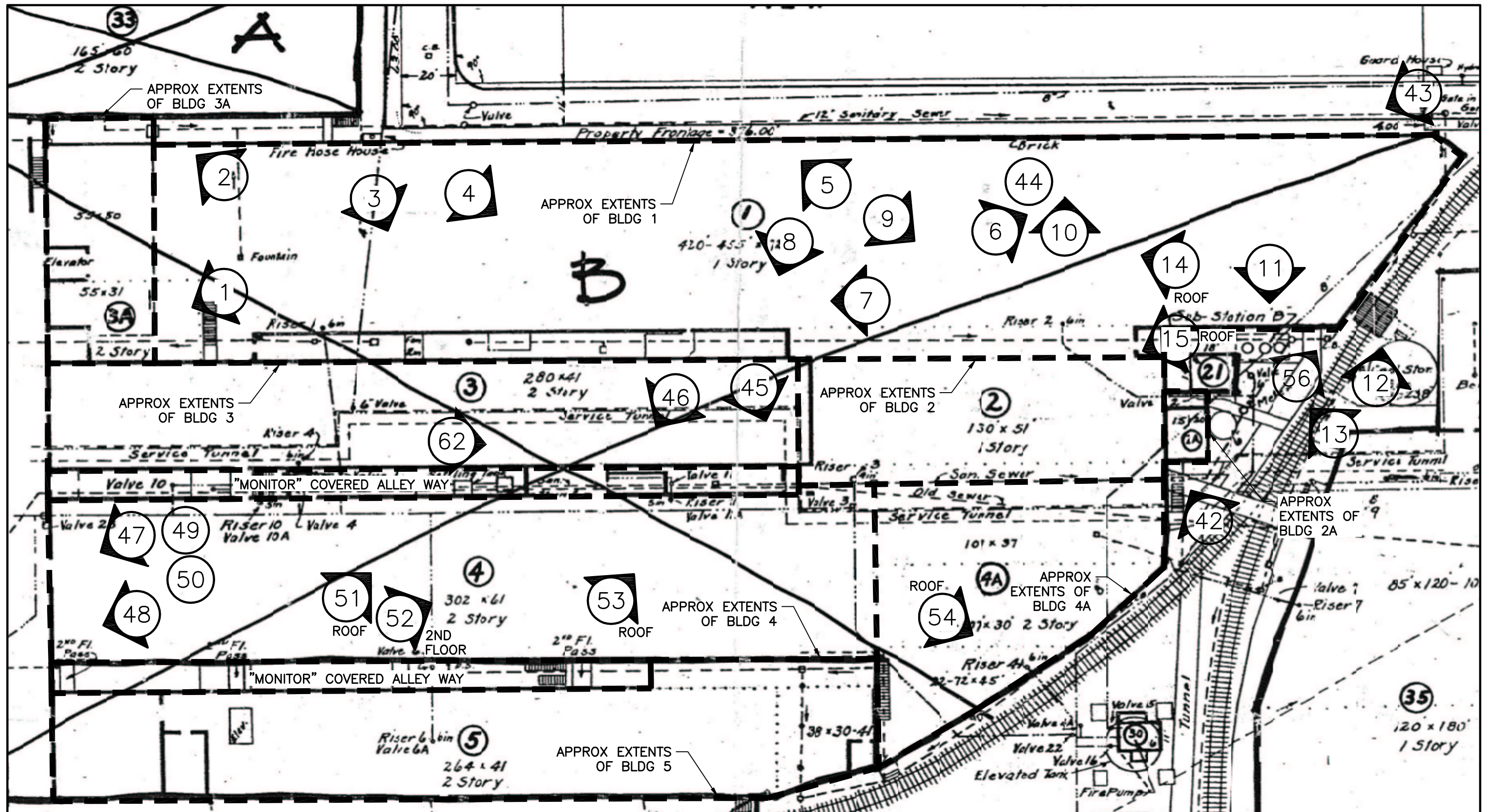
SYRACUSE:  
112 Willard Street  
Minoa, NY 13116  
315-656-4659

REPORT of STRUCTURAL EVALUATION  
Railroad Property Development Corp Facility  
Railroad Street, Rome, NY  
prepared for  
City of Rome Code Enforcement

OVERVIEW OF  
COMPLEX

SKETCH  
SK-1  
PROJECT No  
2013-054





## PHOTO LOCATIONS – BUILDINGS 1 – 5

SCALE: NTS

DRAWN KGC  
DATE 01-17-14

SCALE  
NTS



UTICA - ROME:  
1721 Black River Blvd  
Rome, NY 13440  
315-339-7855

SYRACUSE:  
112 Willard Street  
Minoa, NY 13116  
315-656-4659

REPORT of STRUCTURAL EVALUATION  
Railroad Property Development Corp Facility  
Railroad Street, Rome, NY  
prepared for  
City of Rome Code Enforcement

PHOTO LOCATIONS  
BUILDINGS  
1 – 5

SKETCH  
SK-2  
PROJECT No  
2013-054





## APPENDIX B: OLD AND NEW PHOTOS





Photo 1 Building # 1 2004  
Collapsed roof debris and small room enclosure has been removed.



2013



Photo 2 Building # 1 2004



2013

Note the angle of the new photo and distance from the panel were adjusted to show that a corner of the gable roof is now unsupported.



Photo 3 Building # 1  
Some loose roofing materials have fallen.

2004



2013



Photo 4 Building # 1  
Corrosion of roof decking.

2004



2013





Photo 5 Building # 1 2004  
Corrosion of frame and roof decking. Some bricks have fallen from under the window.



2013



Photo 6 Building # 1 2004  
Debris has been removed.



2013





Photo 7 Building # 1 / 2 2004  
Debris has been removed. Wooden roof members have shifted and fallen.



2013



Photo 8 Building # 1 / 2 & 3 2004  
Debris has been removed. Additional debris is piled.



2013



Photo 9 Building # 1 / 2 2004  
Debris has been removed. Additional debris is piled.



2013



Photo 10 Building # 1 2004  
Debris has been removed. New holes in the roof decking.



2013





Photo 11 Building # 1 2004  
Ongoing corrosion of roof decking.



2013



Photo 12      Building # 1      2004  
Windows Boarded.



2013





Photo 13 Building # 1  
Debris has been removed.

2004



2013



Photo 14 Building # 1  
Unable to access roof for photo.

2004

2013



Photo 15 Building # 1 / 2  
Debris has been removed. Additional debris is piled.

2004



2013





Photo 16 Building # 35 2004  
Roof collapse has not been repaired.



2013



Photo 17 Building # 35 2004  
Some debris removed. "Table-Like" manufacturing accessories now stored here.



2013





Photo 18 Building # 35 / 6 2004  
Some debris removed. "Table-Like" manufacturing accessories now stored here.



2013

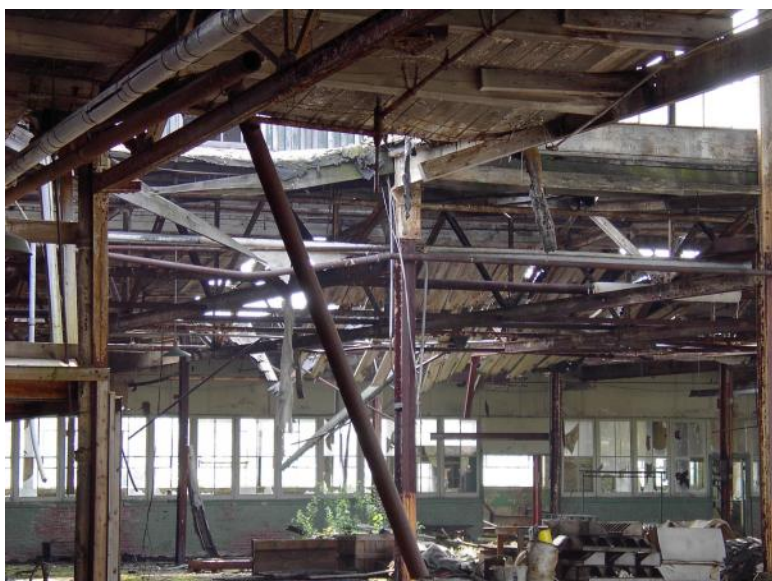


Photo 19 Building # 35 / 6 2004  
Some debris removed. Icy conditions adjacent to "Table-Like" manufacturing accessory storage.

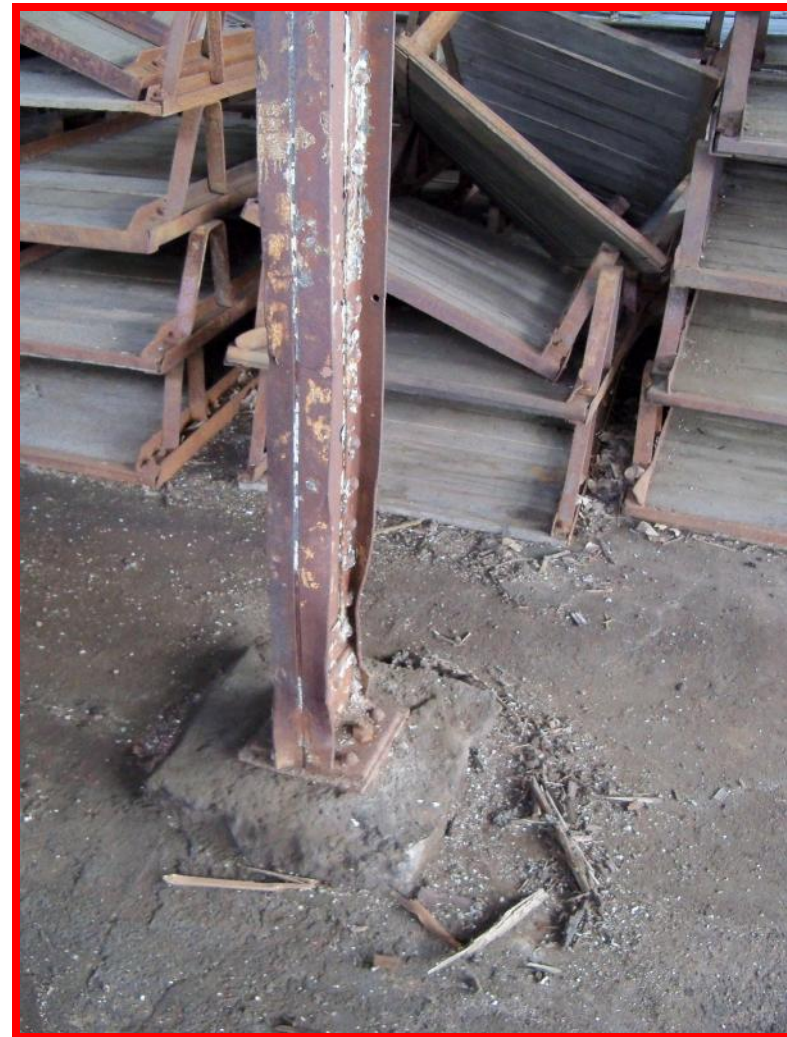


2013





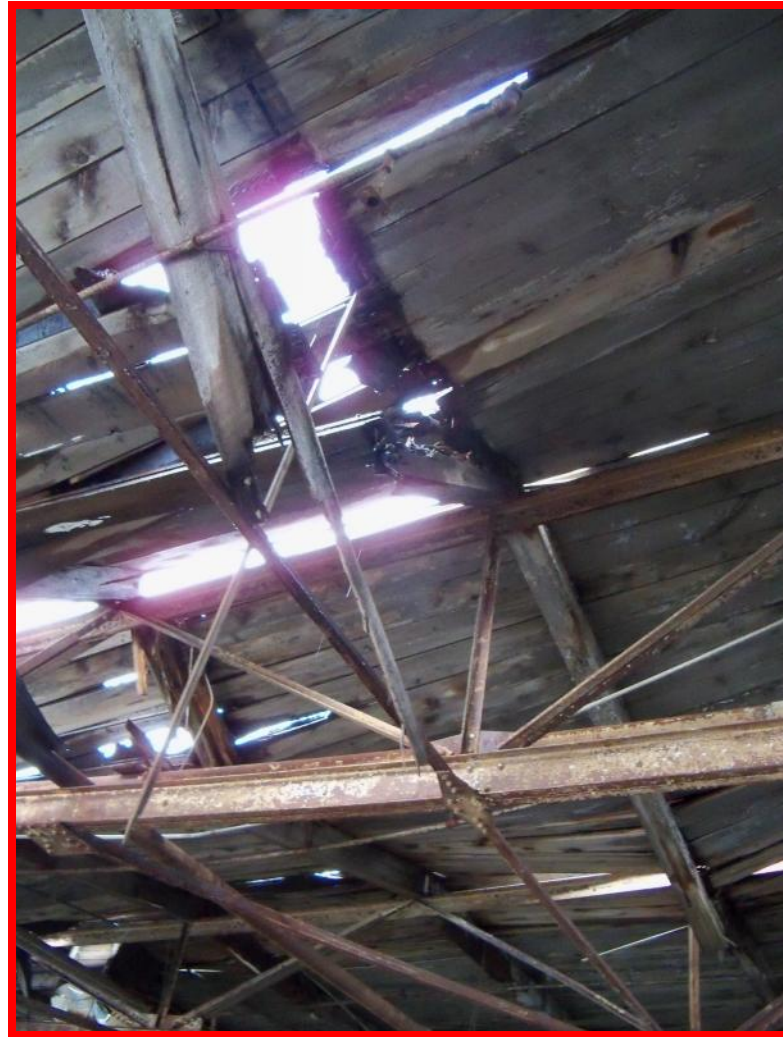
Photo 20 Building # 35 2004  
Some debris removed. Distorted column base not repaired.



2013



Photo 21      Building # 6      2004  
More of the wood roof deck is collapsing.



2013





Photo 22 Building # 6 2004  
More of the wood roof deck is collapsing



2013



Photo 23 Building # 6A 2004  
Significant collapse including a tall chimney or vent pipe



2013





Photo 24 Building # 6  
Corroded column base not repaired

2004



2013



Photo 25 Building # 6  
Significant collapse.

2004



2013





Photo 26 Building # 6 2004  
Significant collapse.



2013



Photo 27 Building # 6 (39 High-Bay Beyond) 2004  
More of the wood roof deck is collapsing



2013

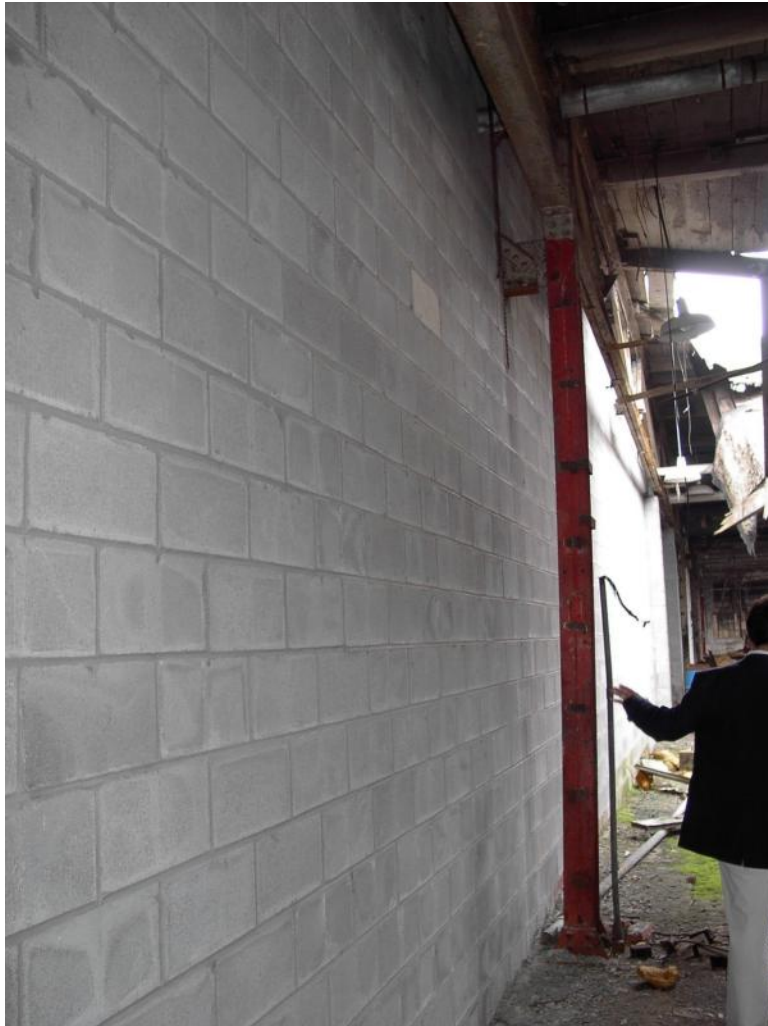
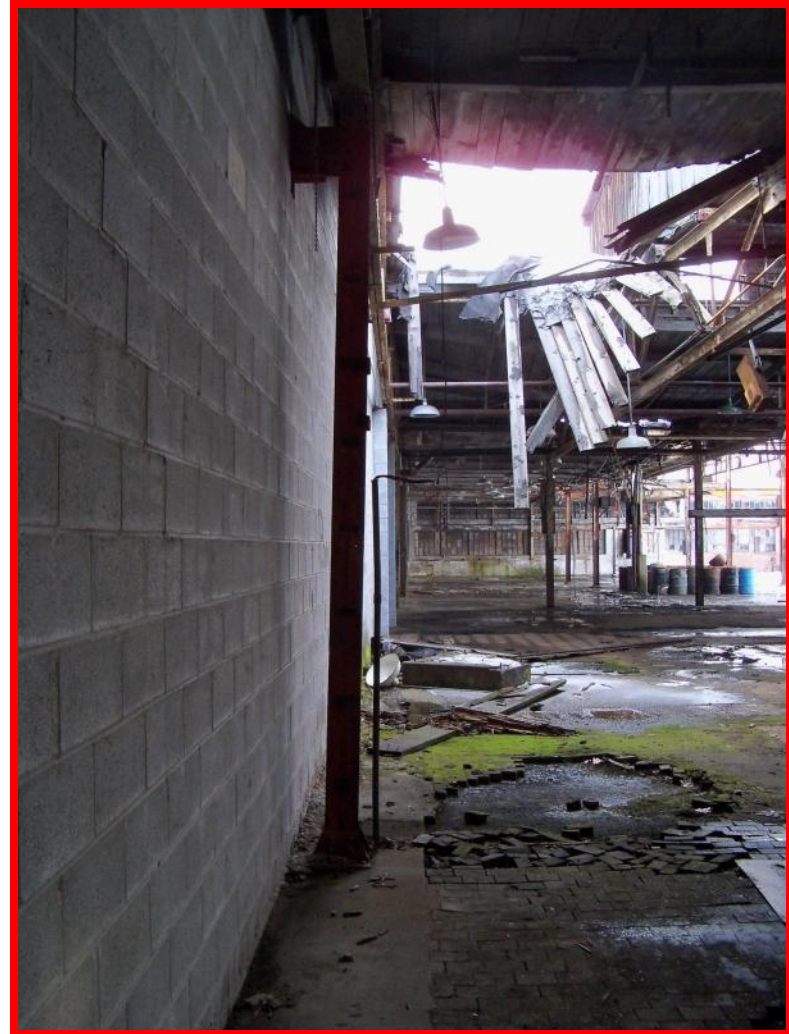


Photo 28 Building # 6 / 35 2004  
More of the wood roof deck is collapsing. Crack in Masonry Block wall.



2013





Photo 29 Building # 35 2004



2013



Photo 30 Building # 35 2004



2013





Photo 31 Building # 35 / 6  
Debris removed.

2004



2013



Photo 32 Building # 6  
More of the wood roof deck is collapsing.

2004



2013



Photo 33

Building # 6

2004



2013





Photo 34      Building # 6      2004  
More of the wood roof deck is collapsing.



2013



Photo 35 Building # 6 2004  
More of the wood roof deck is collapsing.



2013



Photo 36 Building # 6 2004  
Due to collapsed portions of roof could not get same photo. See Appendix C.

2013





Photo 37 Building # 6 2004  
More of the wood roof deck is collapsing



2013



Photo38 Building # 6 2004  
More of the wood roof deck is collapsing



2013



Photo 39      Building # 6  
Corroded column base not repaired.

2004



2013





Photo 40 Building # 35  
Debris removed.

2004



2013



Photo 41 Building # 35 2004  
More of the wall is gone.



2013



Photo 42 Building # 2A 2004  
Loose bricks under the window not repaired.



2013





Photo 43      Building # 1      2004  
 Photo not taken in 2013 due to fencing that is now installed.

2013



Photo 44      Building # 1      2004



2013



Photo 45 Building # 3 / 4 (Downstairs) 2004  
More of the floor is collapsing



2013



Photo 46 Building # 3 / 4 (Downstairs) 2004



2013





Photo 47 Building # 4 2004  
Area no longer accessible.

2013



Photo 48 Building # 4 2004  
Area no longer safe so angles and location do not match – new photo shows partial roof collapse.



2013



Photo 49      Building # 4      2004  
Area no longer accessible.

2013



Photo 50      Building # 4      2004  
Area no longer accessible.

2013





Photo 51 Building # 4 (Underside of Roof) 2004  
Area no longer accessible.

2013



Photo 52 Building # 4 (2<sup>nd</sup> Floor) 2004  
Area no longer accessible.

2013



Photo 53 Building # 4 (Underside of Roof) 2004

Area no longer safe so angles and location do not match – new photo shows snow on floor.



2013



Photo 54 Building # 4A (Underside of Roof) 2004

No structural repairs.



2013



Photo 55      Building # 39  
Photo not taken in Building #39

2004

2013



## APPENDIX C: NEW PHOTOS AT NEW LOCATIONS OF INTEREST



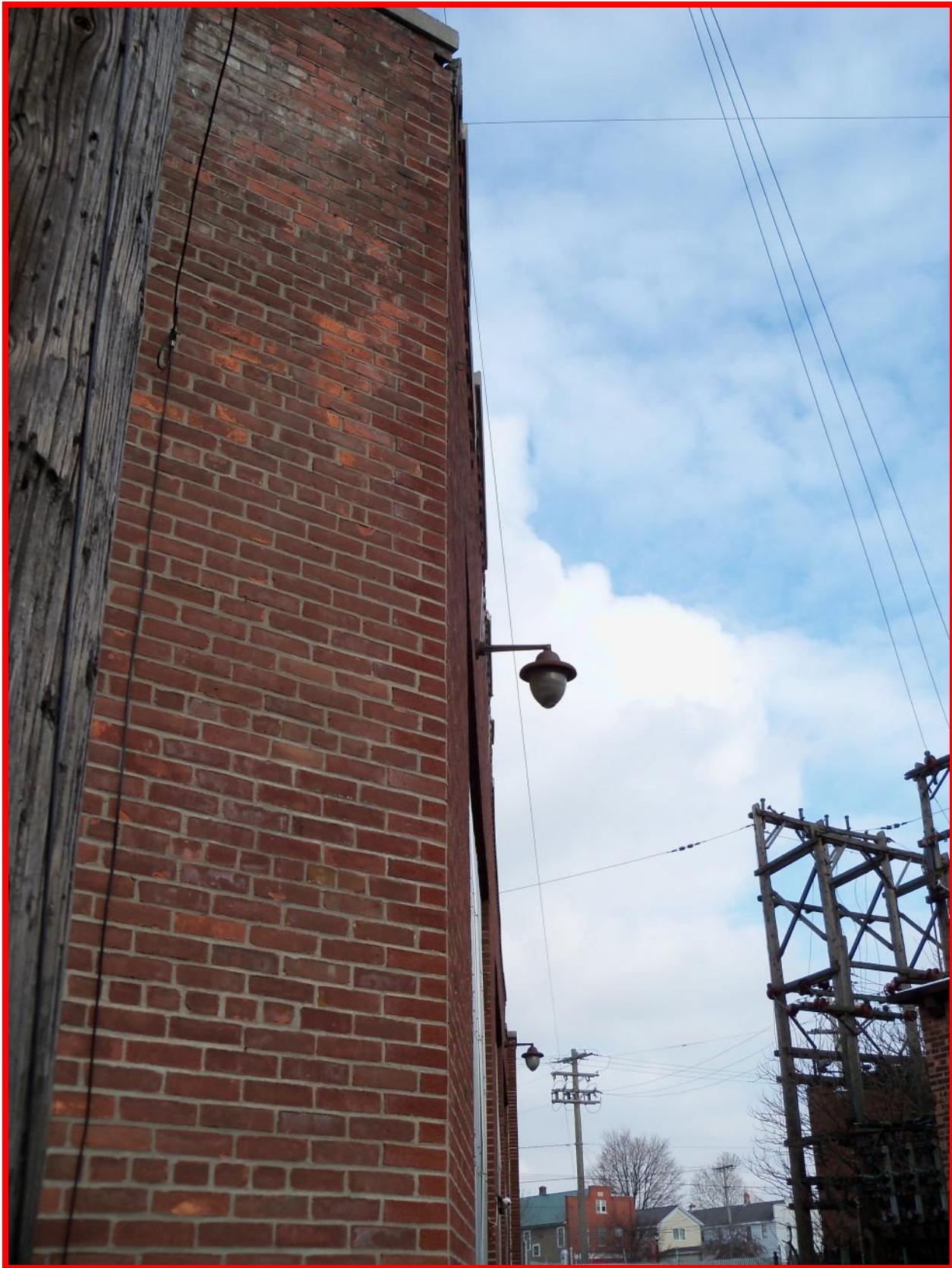


Photo 56      Building # 1  
Cracked masonry and tilting parapet.

2013





Photo 57      Building # 6A  
Significant collapse including a tall chimney or vent pipe

2013





Photo 58      Building # 6  
Significant collapse including a tall chimney or vent pipe

2013



Photo 59      Building # 6  
Significantly more of the wood roof deck is collapsing.

2013





Photo 60      Building # 6  
Significantly more of the wood roof deck is collapsing.

2013





Photo 61 Building # 6 (39 High-Bay Beyond) 2004  
Cracked masonry

2013

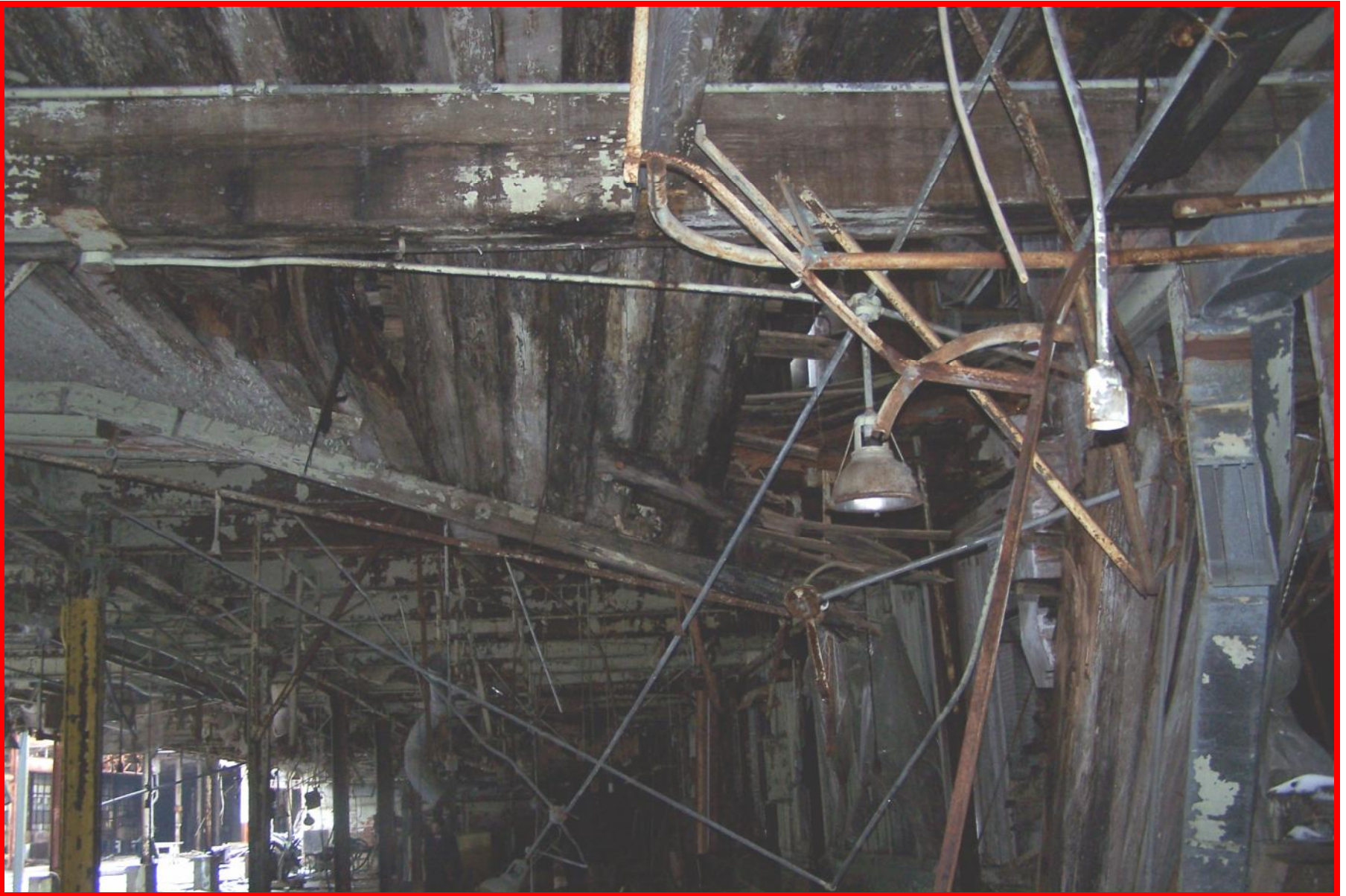


Photo 62      Building # 3 / 4 (Downstairs)  
More of the floor is collapsing

2013



