

SPECIFICATIONS

FOR THE

**CLINTON STREET & NORTH ADAM STREET PAVEMENT REHABILITATION
CLINTON STREET BETWEEN GRAND STREET AND LAKE AVENUE / MATT MURPHY WAY
NORTH ADAM STREET BETWEEN OLD NIAGARA ROAD AND PORTER STREET / BUTLER STREET
CITY OF LOCKPORT, NIAGARA COUNTY, NEW YORK 14094
Contract No. 2504**

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Margaret "Maggie" P. Lupo

CITY CLERK

Sarah K. Lanzo

DIRECTOR OF ENGINEERING

Steven P. Pump

Prepared by:



ONE LOCKS PLAZA
LOCKPORT, NY 14094
PHONE: (716) 439-6665

May 2023

NOTICE TO CONTRACTORS

CITY CLERK'S OFFICE
LOCKPORT, NEW YORK

Specifications For

Clinton Street & North Adam Street Pavement Rehabilitation
Clinton Street between Grand Street and Lake Avenue / Matt Murphy Way
North Adam Street between Old Niagara Road and Porter Street / Butler Street
City of Lockport, Niagara County, New York 14094
Contract No. 2504

The City is requesting proposals to mill and pave Clinton Street beginning from the south side of the intersection with Grand Street (NY 78), continue north and east on Clinton Street (NY 78), and ending at the west side of the intersection with Lake Avenue (NY 78) / Matt Murphy Way, for a total of approximately 5,300 linear feet. It is the intent of the City to use an extension of the 2023 Niagara County bid for Type 7F Top Course Asphaltic Concrete – the material will be procured from the vendor that won this Niagara County bid. Additionally, the project will also consist of the milling only of North Adam Street beginning on the south side of the intersection with Old Niagara Road, continue south on North Adam Street, and ending approximately one-hundred thirty (130) feet south of the intersection with Porter Street / Butler Street, for a total of approximately 3,700 linear feet. **The Asphaltic Concrete vendor has agreed to hold this price until the end September 2023 for this Clinton Street and North Adam Street project.**

Location of Project Work: Mill and Pave Clinton Street beginning from the south side of the intersection with Grand Street (NY 78), continue north and east on Clinton Street (NY 78), and ending at the west side of the intersection with Lake Avenue (NY 78) / Matt Murphy Way. Mill only North Adam Street beginning on the south side of the intersection with Old Niagara Road, continue south on North Adam Street, and ending approximately one-hundred thirty (130) feet south of the intersection with Porter Street / Butler Street.

Work is anticipated to commence on or about June/July 2023.

To obtain plans and specifications: Effective May 24, 2023, Bid Documents can be ordered through the following web site: www.buffalocopyplanroom.com/jobs/public. If you do not have internet access or have questions on ordering from the site, please contact The Copy Store at 716-847-6400. Bid Documents can be picked up at The Copy Store at 49 Court Street, Buffalo, New York 14202, upon a non-refundable fee per set. Payment can be submitted by credit card or company check/money order made payable to The Copy Store. Bidders must be registered with The Copy Store as having obtained a complete set of Bidding Documents. Bids submitted on copies of Bidding Documents from other sources will not be accepted.

Bidding Documents will be shipped from The Copy Store upon request and upon receipt of an additional non-refundable shipping charge made payable to The Copy Store.

To ask questions and requests for site visits: Please contact City Clerk Ms. Sarah K. Lanzo at 716-439-6776 or cityclerk@lockportny.gov.

Sealed Proposal on the forms provided shall be received by City Clerk Ms. Sarah K. Lanzo at her office, Municipal Building, One Locks Plaza, Lockport, New York, until **2:00 P.M. on Monday June 12, 2023** at which time they will be publicly opened and read.

Each proposal must be accompanied by a Bid Bond or a Certified Check in the amount of Ten Percent (10%) of the bid price.

The City of Lockport, New York, reserves the right to reject any or all quotes, to consider the reputation and experience of the Bidder in making its selection; to waive any informalities or minor deviations from the specifications; and to award work to other than the lowest quote, if for good and sufficient reasons, it is considered in the best interest of the City of Lockport, to do so.

Sarah K. Lanzo
City Clerk

TABLE OF CONTENTS

BIDDING & GENERAL REQUIREMENTS

Notice to Contractors (Title Page)	2 Page
Table of Contents	1 Page
Information for Bidders	7 Pages
General Conditions	14 Pages
Bid Form	4 Pages
Non-Collusive Bidding Certification	1 Page
City of Lockport Construction Contract	10 Pages
Prevailing Wage Schedule for Public Work Project	68 Pages
Construction Performance Bond	1 Page
Construction Payment Bond	1 Page
General Requirements	8 Pages
Supplemental Requirements	1 Page

TECHNICAL SPECIFICATIONS

Maintenance & Protection of Traffic	9 Pages
Cold Milling	3 Pages
Tack Coat	1 Page
Pavement	3 Pages
Epoxy Reflectorized Pavement Markings	6 Pages
Adjustment Rings and Frames for Drainage Structures and Manholes	2 Pages
Adjust Valve Box Elevation	2 Pages

APPENDIX

Appendix A	Bid No. 2023-22 Results for Stone and Blacktop
Appendix B	Clinton Street and North Adam Street Project Scope Boundary Map

INFORMATION FOR BIDDERS

1. BIDS

- (1) Bids must be submitted on the prescribed forms that are attached hereto.
- (2) All blank spaces in the Bid for lump sum bidding or unit prices and extended totals thereof, must be filled in, and except as otherwise expressly provided in the Bidding Documents, no change is to be made in the phraseology of the Bid or in the items mentioned therein.
- (3) Bids that are illegible or that contain omissions, alteration, additions, or items not called for in the Bidding Documents, may be rejected as informal. In the event any Bidder modifies, limits or restricts all or any part of his Bid in a manner other than that expressly provided for in the Bidding Document, his Bid will be rejected as informal.
- (4) Any Bid may be considered informal which does not contain prices in words and figures in all of the spaces provided, or which is not accompanied by bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words may, at the discretion of the Engineer, be considered binding. If unit prices are required and there is a discrepancy in the unit prices and extended totals, the unit prices shall be binding upon the Bidder.
- (5) If the Bid is made by a corporation, the names and places of residence of the President, Secretary and Treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture. If by an individual, his name and place of residence shall be given.
- (6) Permission will not be given to modify, explain, withdraw, or cancel any Bid or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids.

2. EXAMINATION OF BIDDING CONTRACT DOCUMENTS AND SITE

- (1) Prospective Bidders shall examine the Bidding and Contract Documents carefully, and before bidding, may make a request which shall be in writing to the City, for an interpretation or correction of any ambiguity, inconsistency or error, therein, which should be discovered by a reasonably prudent Bidder. Such interpretation or correction as well as any additional contract provisions the City shall decide to include, will be issued in writing by the Engineer as an addendum, which will be sent by certified mail or delivered to each person recorded as having received a copy of the Bidding and Contract Documents, not later than three (3) days prior to the date specified for the opening of the bids, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective Bidders. Upon such mailing or delivery and making available for inspection, such addendum will become part of the Bidding and Contract Documents, and will be binding on all Bidders, whether or not the Bidder receives or acknowledges the actual notice of it. The requirements contained in all Bidding and Contract Documents shall apply to all addenda.
- (2) Only the written interpretation or correction so given by addendum shall be binding. Prospective Bidders are warned that no officer, agent, or employee of the City is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.
- (3) The attention of persons intending to make proposals is specifically called to that paragraph wherein

the Bidder agrees that he has examined the Contract Documents and the site of the work, and has fully informed himself from his location, and other conditions affecting the work to be performed, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations, on, over or under the site, and that he will make no claim against the City by reliance upon any estimates, tests or other representations made by any officer or agent of the City with respect to the work to be performed under the Contract. Particular attention is called to the proposal forms which may contain special notes and special specifications at variance with standard plans and specifications.

Whenever subsurface borings or other subsurface information obtained by the City is available for a Bidder's inspection, it is understood that it has been obtained with reasonable care and recorded in good faith with reasonable interpretation placed on the results and character of materials and conditions to be expected. The Bidder must interpret this information according to his own judgment, and not rely upon it as accurately descriptive of subsurface conditions, which may be found to exist. The information is made available to the Bidder only in order that the Bidder may have access to the identical information available to the City.

(3) COMPUTATION OF BID

- (1) In computing their bids, Bidders are not to include the sales and compensating use taxes of the State of New York, or any City and County in the State of New York, for any supplies or materials to be sold to the City pursuant to the provisions of Section 10 of the Information to Bidders which are exempt from such taxes in accordance with the provisions of Section 10 of Information to Bidders.

(4) PAYMENT OF SECURITY

- (1) Each proposal must be accompanied by a Bid Bond or a Certified Check, in the amount of Ten Percent (10%) of the bid price.

(5) QUALIFICATIONS OF BIDDERS

- (1) Each Bidder shall upon request of the City, submit on the form furnished by the City, a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the work, and his organization and equipment available for the work contemplated; and when specifically requested, to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the contract, and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.
- (2) The City reserves the right to consider as unqualified to do the work of general construction, any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.
- (3) A Bidder must also be prepared, if required by the City, to prove to the satisfaction of the City that he has successfully completed a contract of similar work in an amount of not less than 75% of the amount of his total bid.

6. AWARD OF CONTRACT

- (1) The award of the Contract shall be made to the lowest Bidder who, in the opinion of the City, is qualified to perform the work required and is responsible and reliable. The lowest bid shall be determined by the City on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the bid, therefore, at the lump sum and/or unit price, if any, contained in the bid. When alternate bid items are required in the bid, the City reserves the right to select any alternate or combination of alternates and the contract will be awarded to that responsible Bidder whose bid for the alternate or combination of alternates, selected by the City is the lowest.
- (2) Subject to the right hereinafter reserved, the work will be awarded within forty-five (45) Calendar days after the opening of bids to a single responsible Bidder, or any combination of Bidders whose bid conforms to the requirements of the Bidding Documents.
- (3) The right is reserved, as the interest of the City may require, to reject any bid or all bids and to waive any informality in any bid received. Without limiting the generality of the foregoing:
 - (a) A bid may be rejected if the Bidder failed to furnish the required bid security in the amount of 10% of the bid.
 - (b) A bid may be rejected if the Bidder cannot show to the satisfaction of the City: (1) that he has the necessary capital, skill and experience; or (2) that he owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract, and thereafter to execute and complete the work at the rate, or within the time, specified; (3) that he is not already obligated by the performance of so much other work as likely to delay the commencement, prosecution, or completion of the work contemplated by the Contract.
- (4) The City also expressly reserves the right to reject any bid, if in its opinion, considering the work to be performed, the facts as to the Bidder's business or technical organization, plant, financial and other sources or business experience compared with the work bid upon, justify rejection.
- (5) The award of the Contract shall not be construed as a guarantee by the City that the plant, equipment and the general scheme of operations and other data submitted by the Bidder with or after his bid is either adequate or suitable for the satisfactory performance of the work.

7. REQUIRED BONDS

- (1) The Bidder whose proposal has been accepted will be required to appear at the place and at the time designated by the City, in person; or if a firm or corporation, a legally authorized representative shall so appear, and shall execute the contract within five (5) calendar days of date of notice of award of contract.
- (2) In addition, the successful Bidder, within the period stipulated in paragraph (1) above, shall procure, execute and deliver to the City and maintain, at his own cost and expense, the following bonds of a surety company approved by the City and authorized to do business in the State of New York as a surety;
 - (a) Performance Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract.

- (b) Labor and Material Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract.
- (3) Failure or refusal of the Bidder whose proposal is accepted to execute the Contract as hereinbefore provided, shall constitute a breach by such Bidder or the Agreement created by the acceptance of the Proposal, and in such event, the City at its option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Proposal and the City acceptance thereof, shall be null and void, and the City shall be entitled to take action for damages. Such damages shall include the amount of the total contract finally accepted in excess of that of the originally successful Bidder, losses arising from delays in the City's construction program, and all other items of cost to the City resulting from such breach. In the recovery of the damages specified above, the City may proceed against the sum presented by the Bid Guaranty deposited with him, or take such action as the City may deem best in the public interest.

8. ASSIGNMENT

The successful Bidder to whom any Contract shall be let, granted or awarded, shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of his right, title or interest therein or his power to execute such Contract, to any person or corporation without the prior consent in writing of the City.

9. LABOR LAW

Attention is also directed to the fact that the Contractor will be governed by Section 220 of the Labor law as amended, relating to hours of labor and prevailing rate of wage; also Section 220-A, 220-B, 220-C, 220-D, and 220-E of the Labor Law as amended in relation to the payment of wages earned by employees upon public works.

Attention is also directed to the fact that the Contractor will be governed by the contract agreement and Section 222 of the Labor Law as amended, relating to the preference in employment of citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of residence in accordance with rule adopted by the Industrial Commissioner, and that each Contractor and Sub-Contractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized, and in case of naturalization, the date thereof and the name of the court in which granted, in the construction of public works.

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

- (1) The Contractor will not discriminate against any employee or application for employment because of race, sex, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, sex, 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.
- (2) 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 (1) through (7) (hereinafter called "non- discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written

statement that such labor union or representative will not discriminate because of race, sex, 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 it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

- (3) 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 substances of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- (4) 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 employment opportunities without discrimination because of race, sex, creed, color or national origin.
- (5) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish 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, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commission for purposes of investigation to ascertain compliance with these non-discrimination clauses, and such sections of the Executive Law and Civil Rights Law.
- (6) This contract may be forthwith cancelled, 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 invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (7) The Contractor will include the provisions of clauses (1) through (6) in every subcontract 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 sub-contractor 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.

10. STATE AND LOCAL SALES TAX EXEMPTION

The Contractor's attention is directed to the changes made in Section 1115 of the Tax Law by Chapters 513 and 514 of the Laws of 1974. In connection with capital improvements contracts entered into on or after September 1, 1974, all tangible personal property which will become integral component of a structure, building or real

property of the City, is exempt from State and Local Retail Sales Tax and Compensating Use Tax.

11. STATEMENT OF NON-COLLUSION

- (1) (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 or perjury, that to the best of his knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor:
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the 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 or not 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 (a) (1) (2) and (3) above have not been complied with; provided, however, that if 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. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for awarded, nor shall any award be made unless the head of the purchasing unit of the State, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items, or (c) 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 (1) (a).
- (2) Any bid hereafter made to the Municipality, agency or official thereof by a Corporate Bidder for the work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision (1) 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 include the signing and submission of the bid and the inclusion therein of the reference as to non-collusion, as the act and deed of the corporation.

12. BID DEPOSIT

The bid deposit shall be twenty-five dollars (\$25) per set, and shall be in check form only, drawn payable to the City of Lockport. The deposit for the initial set will be refunded to all Bidders upon the return of the plans and specifications, in good condition, within thirty days of the award of the contract, or the rejection of the bids for the project.

13. WITHDRAWAL OF PROPOSALS

Negligence on the part of the Bidder in preparing his proposal, confers no right for withdrawal of the proposal

after it has been opened. Any Bidder upon his properly notarized written request, will be given permission to withdraw his proposal not later than the time set for opening. At this time of opening of the proposals, when such proposal is included, it will be returned to the Bidder, unopened.

14. WAIVER OF IMMUNITY CLAUSE

The Bidder hereby agrees to the provisions of Sections 139-A and 139-B of the New York State Finance Law, which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract made with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State to sign a Waiver of Immunity, against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (1) Such person 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 New York State or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal, and
- (2) Any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person any by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any monies owed by the State of New York for goods delivered or work done prior to the cancellation or termination may be paid.

End of Information For Bidders

SPECIFICATIONS

GENERAL CONDITIONS

DEFINITIONS

1. MARGINAL NOTES, ETC. - Title headlines, running headlines, and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this Contract for any purpose whatsoever.

Whenever the following words and expressions are used in these specifications, it is understood that they have the meaning defined below.

CONTRACTOR - The person or persons or corporation performing the Contract.

CITY - The City of Lockport.

COMMON COUNCIL - The Common Council of the City of Lockport.

ENGINEER - A representative of the City of Lockport Engineering Department.

CALENDAR DAY - Every day shown on the calendar.

CONTRACT DOCUMENTS - All Plans, Bidding Sheets, Shop Drawings (upon final approval), clarification or revision drawings and all specifications, including Proposal, Agreement, Performance Bonds, Insurance's, Technical Specifications, Addenda, Easements, and other permits, codes and regulations governing the work directly or indirectly in whatever manner, together with all provisions required by Law, whether inserted in the Specifications or not.

SUPERVISION - Shall mean inspection of work, Engineering during construction, field and office work necessary to keep the City informed and protected, and to permit the Contractor to proceed with the work within the terms of the Contract Documents. It shall not in any way mean, imply or indicate either directly or indirectly, any responsibility on the part of the City and/or Engineers for determination and/or direction of the methods employed in the progress of the work which shall remain the sole responsibility of the Contractor, except where such methods would contravene the intent of the Contract Documents. In such case, the City and/or Engineers may employ sanctions as provided in the Contract Documents, without prejudice to the contract in any way.

DATE OF FINAL ACCEPTANCE - Shall be that date upon which final payment shall be approved. Such date will also be the date on which the period of various guarantees shall commence.

WORK - The term "WORK" is used to designate the work, equipment, materials and things required to be done, furnished, or performed by the Contractor, under the Specifications attached hereto.

2. SPECIFICATIONS - The following directions, requirements, etc, together with all agreements made or to be made pertaining to the method of performing the work and the quantity and quality of the materials.

CONTRACT AGREEMENT - The agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The Contract Documents shall include the advertisement for proposals; the Contractor's proposal; the Agreement; Specifications; the Plans, and Addenda to specifications, and all provisions required by law to be inserted in the Contract, whether actually inserted or not.

MATERIALS AND METHODS - All materials and methods used in the various parts of this project shall meet

the New York State Department of Transportation Standard Specifications, latest addendum, which are hereby incorporated by reference, except as modified by Specifications.

TON - Short ton of 2,000 pounds.

STREET - That strip of land reserved for the traveling public and bounded by the property lines of adjacent owners.

3. SILENCE OF SPECIFICATIONS - The apparent silence of specifications as to any details of the apparent omission of a detailed description concerning any work to be done or materials to be furnished, shall be regarded as meaning that only the best standard practice is to prevail, and that only material and workmanship of first quality is to be used in this connection, and all interpretations of these specifications shall be made on this basis.
4. ACCURACY OF PLANS AND SPECIFICATIONS - The detail plans and specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable, the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated, and that in executing the work, field conditions may require reasonable minor modifications in the details of plans and quantities of work involved. Work under all items in the Contract, must be carried out to meet these field conditions to the satisfaction of the Engineer, and in accordance with these instructions and the Contract specifications.
5. LINES AND GRADES - The Engineer will set suitable stakes and marks showing the locations and elevations of the various parts of the work, but the Contractor shall provide such stakes and labor and shall be undertaken until such stakes and labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith. The Contractor shall brush out survey lines as directed by the Engineer in advance of all survey work, in order to permit accurate and unimpeded work by the survey parties.
6. SITE INVESTIGATION - The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions, will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.
7. BORINGS AND SUBSURFACE DATA - The Contractor may examine the logs of soundings, borings, rock cores and other sub-surface data, if available, by making a request therefore to the Engineer. Such data is offered in good faith solely for the purpose of placing the Contractor in receipt of all information available, and in no event is to be considered a part of the Contract Documents. The Contractor must interpret such data according to his own judgment and acknowledges that he is not relying upon the same as accurately describing the sub-surface conditions which may be found to exist. The Contractor further acknowledges that he assumes all risk contingent upon the nature of the sub-surface conditions to be actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.
8. ALTERATIONS AND OMISSIONS - The said work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the City other

than the consideration named in this agreement.

The City reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work, as it may deem reasonably necessary for the public interest; making allowances for additions and deductions at the prices named in the proposal for this work without constituting grounds for any claim by the Contractor for allowance for damages, or for loss of anticipated profits, or for any variations between the approximate quantities and the quality of the work as done.

9. DAMAGES TO WORK - The Contractor further agrees that all damages of whatever nature resulting from the work or resulting to the work during its progress from whatever cause, shall be borne and sustained by him and that all the work shall be solely at his risk, until it has been finally inspected and accepted by the City.
10. PATENTED DEVICES, MATERIAL AND PROCESSES - It is mutually understood and agreed that the Contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process to be performed under the Contract, and shall indemnify the said City for any cost, expenses and damages which it may be obliged to pay by reason of any such infringement, at any time during the execution or after the completion of the work.
11. EQUIVALENT MATERIALS AND EQUIPMENT - Whenever in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency.

Other manufacturers' products will be accepted provided sufficient information is submitted to the Engineer to determine that the products proposed are equivalent to those named.

Whenever material or equipment is submitted for approval as being equal to that specified, the Engineer shall make the decision as to whether or not such material or equipment is equal to that specified.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the approval by the Engineer of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Specifications.

12. STANDARD SPECIFICATIONS -

- (a) Whenever reference is made to any published standards, codes or standard specifications, it shall mean the latest standard code, specification or tentative specification of the technical society, organization or body referred to, which is in effect at the date of invitation for bids. Where specified articles, sections, paragraphs or other subdivisions of the referenced publications are not stated, the referenced publication shall apply in full.
- (b) The following is a partial list of typical abbreviations which may be used in the specifications, and the organizations to which they refer:

AAN

American Association of Nurserymen

AAR	Association of American Railroads
AASHO	American Association of State Highway Officials
AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AOAC	Association of Official Agricultural Chemists
API	American Petroleum Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscaping Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
Fed. Spec.	Federal Specifications
FHWA	The Federal Highway Administration
FSS	Federal Specifications and Standards, General Services Administration
MUTCD	Manual of Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NYSDOT	New York State Department of Transportation
SAE	Society of Automotive Engineers
SPN	Standardized Plant Names adopted by the American Joint Committee on Horticultural Nomenclature and in effect on the date of advertisement of bids.
USASI	United States of American Standards Institute

12.1 SUBMITTALS

1. PROCEDURES

- A. Coordination: The contractor shall coordinate the preparation and processing of submittals with performance of construction activities. The contractor shall transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 1. The contractor shall coordinate each submittal with fabrication, testing, delivery, other submittals and related activities that require sequential activity.
 2. The contractor shall coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

- a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals, or if required specifically by the Specifications. The Engineer will promptly advise the contractor when a submittal being processed must be delayed for coordination.
- b. If an intermediate submittal is necessary, process the same as the initial submittal.
- c. Allow two weeks for reprocessing each submittal.
- d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space about 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
2. Include the following information on the label:
 - a. Project name
 - b. Date
 - c. Name and address of Engineer.
 - d. Name and address of contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and Detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling.

Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

12.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 30 days of Notice to Proceed.

12.3 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 1. Dimensions.
 2. Identifications of products and materials included.
 3. Compliance with specific standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet size: Except for templates, patterns and similar full-size drawings, submit Shop drawings on sheets at least 8½" x 11" but no larger than 36" x 48".
 7. Submittal: Submit one correctable translucent reproducible print, four blue or black line prints for the Engineer's review.
 8. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

12.4 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacture's printed recommendations.
 - b. Compliance with recognized trade association standard.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Submittals: Submit 5 copies of each required submittal: submit 2 additional copies where required for maintenance manual.
4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

12.5 ENGINEER'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.

1. Compliance with specified characteristics is the contractor's responsibility.

13. ERRORS AND DISCREPANCIES

(a) Should any error, discrepancy or inconsistency appear or occur in drawings or specifications or in work performed by other contractors employed by the City, the Contractor before proceeding with the work, shall notify the Engineer for proper adjustment, and in no case shall he proceed with the work until advised by the Engineer. The drawings are intended to agree with the specifications. Should any discrepancies arise between them, the Contractor shall request clarification from the Engineer, and any determinations made by the Engineer in this connection shall be final and conclusive. Where work is shown diagrammatically on the drawings, the Contractor shall be responsible for the proper arrangement and coordination of the work to avoid interference with adjacent work.

14. ENGINEER'S DECISIONS - The Engineer will, within a reasonable time after presentation to him, make decisions in writing on all matters relating to the interpretation of the Contract Documents.

15. SUPERINTENDENCE - The Contractor shall keep on the work during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence, and all directions given to him, verbally or otherwise, shall be as binding as if given to the Contractor. The

Engineer will confirm important oral directions to the Contractor in writing. Other oral directions will be so confirmed on written request of the Contractor. The Contractor shall give efficient supervision to the work using his best skill and attention. The Engineer shall not be responsible for the acts or omissions of the Superintendent or his assistant.

16. OBSERVATION OF WORK - If the specifications, the Engineer's instructions, laws or ordinances, or any public authority requires any work to be specially tested or approved; the Contractor shall give the Engineer timely notice of its readiness for observation, and if the observation is by an authority other than the Engineer, of the date fixed for such observation. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

At any time during the progress of the work, and up to the date of final acceptance, the Engineer shall have the right to reject any work, which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Engineer as defective or improperly done, such work shall be removed and replaced, or the defects otherwise remedied in a manner satisfactory to the Engineer, and consistent with the intent of the Contract.

17. BARRICADES, WARNING SIGNS AND LIGHTS

- (a) The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all areas accessible to the public, as required to insure safety to the public.
- (b) In addition, the Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the work or visiting site.
- (c) The Contractor shall provide and pay for necessary watchmen and others as required to protect work and materials, and as required to permit the safe operation of pedestrian and vehicular traffic at all times.
- (d) The Contractor shall not restrict access to any private road, driveway by open trenches, or the storage of materials or excavated material. The Contractor shall provide and maintain suitable temporary crossings over open ditches at all private roads and driveways.

18. MAINTENANCE OF TRAFFIC - During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic as provided in these specifications and as indicated on the drawings. In the absence of specific requirements, he shall maintain such traffic. Access to fire hydrants, water and gas valves shall always be maintained. The Contractor's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Department, the Department of Public Works, Department of Parking and Traffic, and the New York State Department of Transportation, when applicable.

Small street openings necessary for manholes, alignment holes, sewer connections, etc., will be permitted. Such holes shall not be open longer than necessary and shall be protected in accordance with the requirements of the local Department of Public Works, Department of Parking and Traffic, and the New York State Department of Transportation, when applicable, and any traffic detouring necessary shall be done to the satisfaction of the Departments. Openings shall be covered with steel plates at pavement level secured in place at times that work is not being performed.

Detouring of traffic shall be done in accordance with the requirements of local Department of Public Works, Department of Parking and Traffic and the New York State Department of Transportation, when applicable.

Where streets are partially obstructed, the Contractor shall place and maintain temporary driveways, ramps, bridges and crossings which in the opinion of the Engineer, are necessary to accommodate the public. In the event of the Contractor's failure to comply with the foregoing provisions, the Owner may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the Contractor, under this Contract, but the performance of such work by the Owner, or at his insistence, shall serve in no way to release the Contractor from his liability for the safety of the traveling public.

The Contractor shall provide flagmen, warning lights, signs and barricades necessary to direct and protect vehicular and pedestrian traffic.

The Contractor shall inform the local Fire and Police Departments in advance of his program of street obstruction and detours, so that the Fire and Police Department can set up plans for servicing the area in case of any emergency. He shall, also, notify the Department of Public Works, and the New York State Department of Transportation, when applicable, at least one week prior to obstructing any street and obtain necessary permits.

19. TIME OF COMPLETION

- (a) The work to be completed under this Contract shall be commenced within ten (10) days after the date of Notice to Proceed.
- (b) The entire work shall be completed within 90 (ninety) calendar days from the date of commencement of said work.
- (c) Failure to complete the work within the time stipulated in this Article, including extensions granted thereto as determined by the City, shall entitle the City to deduct from the monies due, or about to become due to the Contractor, an amount equal to \$500.00 (five hundred dollars), for each calendar day of delay in the completion of the work, said sum being fixed and agreed as Liquidated Damages which the City will suffer by reason of such delay and not as a penalty.

20. PROGRESS PAYMENTS - On or before the last calendar day of the month, the Contractor shall submit a progress payment request, together with supporting data and computations, as are deemed necessary by the Engineer, to determine the accuracy of the request. Failure of the Contractor to submit a request, or lack of complete and accurate supporting data, shall be sufficient reason for withholding payment until such omissions or errors are corrected.

Payment requests may, at the discretion of the Engineer, include a payment of material or equipment not incorporated in the work, but delivered and suitably stored at or near the site. Payment requests for materials or equipment shall be accompanied by such supporting data, satisfactory to the Engineer, as will establish the City's title to the material and equipment, and protect the City's interest therein, including applicable insurance.

The Contractor shall have the full continuing responsibility to install such materials and equipment, protect them from fire, theft, vandalism, the effects of the elements, and any other damage whatsoever; and forthwith repair, replace and make good any damage thereto without cost to the City until such time as the work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that after title has passed to the City, any of such materials or equipment are rejected as being defective or otherwise unsatisfactory, title to all such materials and equipment shall be deemed to have been transferred back to the Contractor.

The request for payment shall be submitted on a form supplied by the Engineer, and must show the total value of work completed to date of request.

On the basis of an approved progress payment request, the City will, not later than the 45th calendar day after submittal make a progress payment to the Contractor. To insure proper performance of the Contract, the City shall retain five percent (5%) of the amount of each estimate, until final completion and acceptance of all work covered by the Contract. The progress payment shall not constitute an acceptance of the work.

21. ACCEPTANCE AND FINAL PAYMENT - Upon completion of the work under the terms of the Contract and notification of the Engineer by the Contractor that the work is ready for final inspection and acceptance, the Engineer shall make the final inspection. When the Engineer finds the work acceptable under the terms of the Contract and has been presented all claims for extra work and materials, the Engineer shall, within thirty (30) days make a Final Estimate of the work done, and certify in writing the amount due the Contractor; and if the work is accepted by the Common Council, the City shall pay the amount so certified. The date of the final estimate shall establish the date of acceptance of the work, and the date of the beginning of the guarantee for such work hereunder. The City of Lockport shall retain from such final payment an amount equal to two times the value of any remaining items to be completed.

Acceptance and final payment for such remaining items of work shall be in the manner provided herein for acceptance and final payment for the major portions of the Contract work.

Unless otherwise provided in this agreement, by State law or otherwise expressly agreed to by the parties to this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute a waiver of the owner's claims against the Contractor of his sureties under this agreement or applicable performance and payment bonds.

22. DIRECTIONS OF THE ENGINEER - It is further agreed that so long as any lawful or proper direction concerning the work or materials given by the Engineer or his representatives shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished, until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.
23. DEDUCTIONS FOR UNCORRECTED WORK - If the Engineer and City deem it expedient to correct work damaged or done not in accordance with the Contract, an equitable deduction from the Contract Sum shall be made therefore.
24. RIGHT TO USE WORK - The City shall have the right to take possession of or use any part of the completed or partly completed work before final acceptance. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.
25. CLAIMS FOR DAMAGES - The Contractor shall not be entitled to any claim for damages from hindrance or delay or from any cause whatsoever during the progress of the work or any part thereof, but such hindrance or delay may entitle said Contractor to an extension of time of the completion of the work.
26. AUTHORITY FOR EXTRAS - No allowance shall be made to the Contractor for extra work unless he has a written order from the Engineer authorizing such extra work, and unless the same, together with the prices thereof, are approved by the Engineer and the Common Council, and in every case where such extra work should be concealed from view when completed, it shall be measured at the time of excavation by the Engineer or his Deputy, and the Contractor shall give the Engineer time or notice to enable him to see such work before it is concealed from view.

26A. PAYMENT FOR WORK - Written notice of claims for Extra Work shall be given by the Contractor within ten (10) days after receipt of instructions from the Owner to proceed with the Extra Work, and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods or payment:

- (a) Unit prices or combinations of unit prices which formed the basis of the original Contract.
- (b) Engineer will issue a written change order describing details of change and request Contractor acceptance and total cost of such change prior to accomplishing the work involved in the change.
- (c) A lump sum based on the Contractor's estimate and accepted by the Owner.
- (d) Actual cost plus 10 percent (10%) for overhead and 10 % profit. Actual costs are defined as follows:
 - (1) Labor costs, including time of foreman while engaged directly upon extra work.
 - (2) Labor, insurance, and taxes.
 - (3) Materials and supplies actually used on the work.
 - (4) Associated General Contractors of America standard rental rates on each piece of equipment having a value in excess of \$100. Equipment and tools of lesser value are considered "small tools", and as such, are considered to be part of overhead.
- (e) Where the quantity of work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued on recommendation of ENGINEER to adjust the unit price.

27. PAYMENTS WITHHELD - The Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the City from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material of labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

28. CORRECTION OF WORK BEFORE FINAL PAYMENT

- (a) Contractor shall promptly remove from the premises, all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not; and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City, and shall bear the expense of making good all work of other Contractors destroyed by such removal or replacement.
- (b) If the Contractor does not remove such condemned work and materials within ten (10) days after written notice, the City may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within (10) days time thereafter, the City may upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceeds thereof, after deducting all costs and expenses that should have been born by the Contractor.

29. GUARANTEE PERIOD

- (a) At the completion and acceptance of the work, the Contractor shall submit to the City duplicate copies of the general guarantee for the entire work. The guarantee shall be unconditional and cover all labor, material and equipment furnished. All guarantees shall be written in a form satisfactory to the City.
- (b) The Contractor shall remedy any defective work appearing within one (1) years from the date of acceptance of the work, and shall pay for any damages caused by such defective equipment, work, or materials or occasioned in correcting the same.
- (c) If any defects occur within the guarantee period, the Contractor shall within three (3) days after receipt of notification of such defect, take the necessary action to correct such defects. The correction of any defects in equipment, materials and workmanship, which may develop during the guarantee period, shall be at the expense of the Contractor. If the Contractor fails to comply with the requirements of this paragraph within the time stated, the City may have the corrective work done and charge the Contractor therefore.

30. CITY'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the Contractor become insolvent, or should he refuse or neglect to execute the work in a proper manner and as directed by the City, or otherwise fail in the performance of any of his obligations under this contract and surety after proper request fails to complete the Contract, then the City, upon the certification of the Engineer that sufficient cause exists to justify such action, and after giving the contractor and his surety seven (7) days written notice, may, without prejudice to any of the right or remedy, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the Contractor until the work is completed. At which time, if the unpaid balance of the Contract Price shall exceed the expenses of finishing the work, such excess shall be paid to the Contractor. Should such expense exceed the unpaid balance, the Contractor and his sureties shall pay the difference to the City. The City shall audit and certify the expense incurred by him in finishing the work and the damage incurred through the Contractor's fault.

31. CONTRACTOR'S LIABILITY INSURANCE

- (a) The Contractor shall secure and maintain such insurance policies as will protect himself, his sub-contractors, and unless otherwise specified, the city from claims for bodily injuries, death or property damage which may arise from operations under this Contract, whether such operations be by himself or by any sub-contractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - (1) Statutory Workmen's Compensation - Proof **must** be submitted that the contractor has obtained the required Workers' Compensation and disability benefits. (State Forms C-105.2 and DB-120.1 or Form U-26.3, and Form SI-12 or DB-155) If the contractor is not required by law to provide Workers' Compensation and/or disability benefits he must submit State Form C-105.21.
 - (2) Contractor's Public Liability of Property Damage. (Bodily injury, property damage, combined \$1,000,000 each occurrence; \$2,000,000 aggregate.)
 - (3) Contractor's Protective Public Liability covering operation of subcontractors, with same limits.
 - (4) Automobile Public Liability and Property Damage covering both owned and hired vehicles.

(Bodily injury and property damage \$1,000,000 combined single limit; \$1,000,000 aggregate.)

- (5) Prior to the storage or use of explosives, the contractor shall provide evidence of increase in limits of Public Liability, Property Damage and Contractor's Protective Public Liability Insurance to: Bodily Injury \$1,000,000 each accident; Property Damage \$500,000 each accident.
 - (6) Fire and Extended Coverage. (In an amount equal to the bid price of the Contract.)
 - (b) Binders of such insurance shall be filed with the City prior to start of work and shall be subject to approval for adequacy of protection. Said Certificates of Insurance shall contain a ten (10) day notice of cancellation in favor of the City.
32. CITY'S LIABILITY INSURANCE - For the duration of this Contract, the Contractor shall maintain insurance in the name of the City and Engineer for the same limits of liability and containing the same specific endorsements which the Contractor places on the insurance required in paragraph 31. This insurance shall conform to the requirements and restrictions imposed by paragraph 31. Original and one certified copy of the policy shall be filed with the City.
33. SURETY BONDS - The Contractor shall furnish and pay for surety bonds each in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance of the contract, and for the payment to all persons performing labor and furnishing materials in connection with the contract. The surety shall be in such form or forms as the City may prescribe and with such sureties as he may approve.
- The Surety shall guarantee that the contractor shall remedy any defective work appearing within two (2) years from the date of acceptance of the work, and shall pay for any damages caused by such defective equipment, work or materials or occasioned in correcting the same under the terms of the Contract.
34. LIENS AND OUTSTANDING DEBTS - Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and if required in either case, an affidavit which certifies so far as he has knowledge or information that the release and receipts include all the labor and materials for which a lien could be filed; but the contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify the City against any lien. Upon request of the City, the Contractor shall at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or liens which may be filed against the property as a result of this Contract. Before the final payment is made for the work completed under this Contract, the Contractor shall submit evidence satisfactory to the City, that all payrolls, material bills and other indebtedness connected with the work have been paid.
35. ADDITIONAL ENGINEERING EXPENSE - In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's expense in connection with such additional services shall be paid to City by the Contractor.
36. RESPONSIBILITY FOR ADJOINING STRUCTURES - The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures, and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the work which may be affected by his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work. The Contractor shall be responsible for notifying the Utilities sufficiently in advance of any contemplated work, and shall obtain from the Utility accurate locations of their facilities. All such structures shall be maintained in good working order at all times

during the progress of the work. If necessary, they shall be shored up in a manner suitable to the Engineer.

If the contractor for any reason removes the whole or part of any culvert, subdrain, drain pipe or other subsurface structure, same shall be replaced at the expense of the Contractor to a condition equal to that existing before operations started and to the satisfaction of the Engineer. No additional item of payment will be made by virtue of the expense incurred by the Contractor for this purpose, and the Contractor shall take this into consideration when preparing his bid.

If the material from the excavation in any way becomes lodged in any culvert, drain or gutter, said material shall be removed and the culvert, drain and gutter restored to its original condition at the expense of the Contractor.

37. PROTECTION OF TREES AND SHRUBBERY - No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the Engineer, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replaced in a manner acceptable to the Engineer.

Any trees or shrubbery damaged that are not in the actual trench line shall be replaced by the Contractor at his own expense. If, in the opinion of the Engineer, a tree which is in the line of the trench can be saved by tunneling, the Contractor shall tunnel under such tree or trees, doing all the work necessary as directed by the Engineer. Trees indicated to be removed are within three (3) feet of the trench center line. Wherever possible, trees shall be saved. No additional item of payment will be made for the work so ordered.

38. FINAL RESTORATION - The Contractor shall restore any and all objects and areas, which are disturbed in any way as a result of the project, to a condition at least equal to the condition of quality and quantity which existed prior to the project, in accordance with the respective items of the contract, the requirements of the Engineer, the requirements of the City Street Department and the reasonable request of the property owners involved. The cost of final restoration shall be included in the various items of the Contract, or as otherwise noted.
39. SUNDAY AND NIGHT WORK - The normal work week is Monday through Friday between the hours of 8 a.m. and 5 p.m. Ordinarily, no other work shall be carried on which will require the presence of the Engineer or an inspector, except with written request to, and permission of the Engineer.
40. PROGRESS SCHEDULE - The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work.
41. CERTIFICATE OF COMPLETION - A Certification of proper completion of the Contract, prepared by the Engineer, shall be issued and signed by the Engineer and the Contractor prior to issuance of Final Payment and shall include a full release by the Contractor and his Subcontractors for any and all claims against the City of Lockport.
42. CERTIFIED PAYROLLS - The contractor shall submit weekly for each week in which any contract work that is performed a certified copy of all payrolls to the City Engineering Office. This information may be submitted in any form desired - Form WH-347 is available for this purpose and may be obtained from the City Engineering Office. The prime contractor is responsible for the submission of certified copies of payrolls by all subcontractors.

43. CONTRACTOR'S LICENSE - Prior to starting construction the Contractor awarded the project shall have a City of Lockport Contractor's License. This license is available at the City Building Inspection Department upon completion of the license application, proof of insurance and Workman's Compensation and payment of \$200.00. The license is valid from January through December of the year issued. Proof of insurance shall be a Certificate of insurance in the amounts listed in the General Conditions, Paragraph 31. Form C-105.2 must be submitted for proof of Workers' Compensation.
44. PRE-CONSTRUCTION CONFERENCE & PROGRESS MEETINGS -
- A. The Contractor shall schedule a pre-construction conference and organizational meeting at the City Engineering Department or at another convenient location prior to commencement of construction activities. The Contractor shall conduct the meeting to review responsibilities and personnel assignments.
 - B. Attendees: Authorized Representatives of the Owner, the Engineer, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall be represented at the conference. All participants at the conference shall be familiar with the project and authorized to conclude matters relating to the Work.
 - C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical Work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.
 - 6. Distribution of Contract Documents.
 - 7. Submittal of Shop Drawings, Product Data and Samples.
 - 8. Preparation of record documents.
 - 9. Use of premises.
 - 10. Parking available.
 - 11. Office, Work and storage areas.
 - 12. Equipment deliveries and priorities.
 - 13. Safety procedures.
 - 14. First aid.
 - 15. Security.
 - 16. Housekeeping.
 - 17. Working hours.
 - 18. Subcontractors.
 - 19. Preliminary schedule of Shop Drawings and Samples.
 - 20. Minority Business Enterprise Goals.
 - 21. Co-ordination with other contractors.
 - 22. Insurance in force.
 - 23. Contractor's Schedule of Values.
 - D. PROGRESS MEETINGS
 - A. The Contractor shall conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Owner and Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

End of General Conditions

Bid Form

Lockport, New York

To The Mayor and Common Council
City of Lockport, New York

We, the undersigned, hereby propose to enter into a contract for the **Clinton Street and North Adam Street Pavement Rehabilitation** and to furnish all the materials, labor, and equipment, and to perform all the work necessary to fully complete said work in accordance with the Specifications, for the sum of

_____ DOLLARS _____ CENTS

TOTAL \$ _____

NAME OF FIRM: _____

ADDRESS: _____

BY: _____ TITLE: _____

DATE: _____ TELEPHONE NO.: _____

The Bidder further agrees to accept the following Unit Prices for additions or deductions in accordance with the terms of the contract, plans and specifications.

APPROXIMATE QUANTITIES

Item No. 1 – For Mobilization of equipment and materials to Job Site (not to exceed 3% of Total Bid Price) Lump Sum

_____ Dollars _____ Cents

Lump Sum Total \$ _____

Bid Form

Item No. 2 - For Maintenance & Protection of Traffic, including supplying and installing all signs & lighted barricades, all flagging, and removing upon completion as per specifications. Lump Sum

_____ Dollars _____ Cents

Lump Sum Total \$ _____

Item No. 3 – For milling 20,700 sq. yds of asphalt concrete on **Clinton Street** 2” thick and hauling to the City of Lockport Highway Garage Facility, located at 455 South Niagara Street, as per project specifications.

_____ Dollars _____ Cents per Sq. Yd.

20,700 x (\$ _____) per Sq. Yd. = Total \$ _____

Item No. 4 – For milling 10,500 sq. yds of asphalt concrete on **North Adam Street** 2” thick and hauling to the City of Lockport Highway Garage Facility, located at 455 South Niagara Street, as per project specifications.

_____ Dollars _____ Cents per Sq. Yd.

10,500 x (\$ _____) per Sq. Yd. = Total \$ _____

Item No. 5 – For supplying and applying 1,500 Gal. of Straight Tack Coat (Item 407.0103) on **Clinton Street** as per project specifications.

_____ Dollars _____ Cents per Gal.

1,500 x (\$ _____) per Gal. = Total \$ _____

Item No. 6 – For 2,325 tons of Type 7F Top Course (Item 403.1982) installed 2” thick on **Clinton Street** as per specifications.

_____ Dollars _____ Cents per Ton.

2,325 x (\$ _____) per Ton. = Total \$ _____

Bid Form

Item No. 7 – For supplying and applying 1 Lump Sum Epoxy Pavement Marking (Item 685) as per project specification. The contractor shall inventory the existing pavement marking prior to milling operations, and replace it as per the existing alignment. Or as Ordered by the Engineer.

_____ Dollars _____ Cents

Lump sum Total \$ _____

Item No. 8 – For supplying and installing 15 Each of rings & frames for drainage structures and manhole as per project specifications.

_____ Dollars _____ Cents per Ea.

15 x (\$ _____) per Each = Total \$ _____

Item No. 9 – For supplying and installing 15 Each of adjusting valve box elevation as per project specifications.

_____ Dollars _____ Cents per Ea.

15 x (\$ _____) per Each = Total \$ _____

Item No. 10 – Asphalt Adjustment*

_____ One _____ Dollars _____ Zero _____ Cents per DC

40,000 x (\$ 1.00) per Each = Total \$ 40,000

* Asphalt escalation is applicable using Niagara County Bid No. 2023-22 index of \$626.00 per ton relative to index for month of paving.

Bid Form

GRAND TOTAL BID PRICE ITEM NO. 1 THRU ITEM NO. 10

TOTAL \$ _____

COMPANY

DATE

SIGNATURE

TITLE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor; c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

By:

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project: Clinton Street & North Adam Street Pavement Rehabilitation and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-D (103-D) of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its Board of Directors held on the _____ day of _____.

Secretary

(SEAL)

End of Non-Collusive Bidding Certification

CITY OF LOCKPORT CONTRACT

THIS AGREEMENT entered into this _____ day of _____, 2023 by and between the CITY OF LOCKPORT, a municipal corporation organized under the laws of the State of New York, with offices at one Locks Plaza, Lockport, New York 14094 and _____ with an office at _____, hereinafter referred to as the "Contractor."

WITNESSETH, that the CITY and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR:

The CITY shall pay the sum of \$_____ to Contractor upon the completion of services set forth in **Schedule "A"** annexed hereto.

ARTICLE 2. TIME OF COMPLETION:

The services to be rendered under this agreement shall be performed on dates set forth in **Schedule "A"**. Time of performance is of the essence of this agreement.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT:

Upon receipt of written notice that the agreement has been fully performed, the Contractor shall file an itemized voucher with the Director of Finance for the CITY and the CITY will pay the Contractor, as per Article 1 above.

ARTICLE 4. CONTRACTORS' INSURANCE COVERAGE AND CERTIFICATES

The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the OWNER'S approval prior to OWNER'S signing of contract(s).

- A. "Certificate Holder" shall be **City of Lockport** at the address of **One Locks Plaza, Lockport, New York 14094**.
- B. Coverage must comply with all specifications set forth herein.
- C. All insurance documents must be executed with *authorized* signatures.
- D. The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**

- E. Failure of the City to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the City a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- F. The Contractor's liability and indemnification of the City shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.
- G. In addition to Certificates of Insurance and other documents, the Contractor shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend coverages or limits.
- H. When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the City with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- I. The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the City is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section "Commercial General Liability" (B).
- J. The Contractor shall disclose to the City any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.
- K. The Contractor's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.

The CONTRACTOR agrees:

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

COMMERCIAL GENERAL LIABILITY

- A. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for NY State Labor Law. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- B. **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis**:

"City of Lockport and its employees, authorized volunteers, committee members and board members"

This Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; *and* CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- C. **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
- D. **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the City.
- E. **Pollution Liability:** *If* the Contractor's work on this project involves handling or disturbance of **asbestos or other hazardous materials**, the Contractor shall provide bodily injury and property damage liability insurance applicable to this hazardous operation, covering both **ongoing operations and products & completed operations**, at limits not less than:

If covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$1,000,000
Each Occurrence or Incident	\$1,000,000

If **NOT** covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$11,000,000
Each Occurrence or Incident	\$11,000,000

- F. **Unmanned Aircraft:** *If the Contractor's work on this project in any way involves the use of **unmanned aircraft (aka drones)**, the Contractor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this project. The coverage limit applicable shall be the greater of the amount indicated below or the amount carried by the Contractor:*

Each Occurrence	\$1,000,000
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AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

Combined Single Limit	\$1,000,000
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Note: See Section "Commercial General Liability" (B) above for **additional insured** requirements applicable to Automobile Liability insurance.

EXCESS LIABILITY AND/OR UMBRELLA LIABILITY COVERAGE:

Applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Note: See Section 2.1(b) above for **additional insured** requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

- A. **Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.

B. Coverage Evidence. The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

- (a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

- (b) Either: **C-105.2**, Certificate of Workers' Compensation
Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage

OR

- (c) Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance,
Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

A. Requirements. To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

B. Coverage Evidence. The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

- (a) Either: **CE-200**, Affidavit For New York Entities and Any Out of State Entities With No Employees, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That an OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

- (b) Either: **DB-120.1**, Certificate of Disability Benefits Insurance
Or: **DB-820/829**, Certificate/Cancellation of Insurance

OR

- (c) **DB-155**, Certificate of Disability Benefits Self-Insurance

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR:

The Contractor represents and warrants:

(a) That it is financially solvent and that it is experienced in and competent to perform the type of work in accordance with **Schedule “A”**; and

(b) That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS:

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

ARTICLE 7. CITY’S RIGHT TO STOP WORK OR TERMINATE AGREEMENT:

The CITY shall have the right to stop work or terminate the agreement if:

(a) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or

(b) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or

(c) The Contractor refuses or fails to prosecute the work or any part thereof with due diligence; or

(d) The Contractor fails to make prompt payment to persons supplying labor for the work; or

(e) The Contractor fails or refuses to comply with all applicable laws or ordinances; or

(f) The Contractor is guilty of a substantial violation of any provision of this Contract;

(g) In any event, the CITY, without prejudice to any other rights or remedy it may have, may by seven (7) days’ notice to the Contractor, terminate the employment of the Contractor and its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the CITY for such excess.

ARTICLE 8. DAMAGES:

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, as a result of the neglect or omission of Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the CITY free and discharged of and from any and all responsibility and liability of any sort or kind. To the extent of its liability the Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the

action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances by it or its agents or employees.

ARTICLE 9. INDEMNITY AND SAVE HARMLESS AGREEMENT:

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless CITY, its representatives, members, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend the CITY for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

ARTICLE 10. NO ASSIGNMENT:

The Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the CITY.

ARTICLE 11. REQUIRED PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law Section 222-a.

- (d) Preference in employment of persons required by Labor Law Section 222.
- (e) Eight hour day as required by Labor Law Section 220(2).

ARTICLE 12. PREVAILING WAGE RATES REQUIRED BY LAW:

(a) The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupation in which he is engaged, as listed on **Schedule B** attached hereto and made a part of this agreement, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.

(b) Labor classifications not appearing on the schedule of wages can be used only with the consent of the CITY and then the rate to be paid will be given by the CITY after being advised by the Department of Labor.

(c) The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract, for the various classes of mechanics, workingmen, or laborers employed on the work.

ARTICLE 13. AUTHORITY FOR EXECUTION ON BEHALF OF THE CITY:

The Mayor has executed this agreement pursuant to a Resolution adopted by the Common Council at a meeting thereof held on [date approved by resolution]. Mayor Michelle Roman, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the CITY. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the CITY.

ARTICLE 14. NOTICES:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To CITY

To Contractor

ARTICLE 15. WAIVER:

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 16. MODIFICATION:

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

ARTICLE 17. APPLICABLE LAW:

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

IN WITNESS WHEREOF, the City of Lockport has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor Michelle Roman, duly authorized to do so, and to be attested to by Sarah K. Lanzo, City Clerk, and the Contractor has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(affix seal)

City of Lockport

Authorized by Resolution No. _____

By: _____
Mayor

Director of Finance approval

ABC Company

By: _____

Corporation Counsel approval

City Clerk approval

Schedule A

To be completed upon contract execution.

Schedule B

Contractor is responsible for obtaining an updated Prevailing Wage Schedule from the New York State Department of Labor. For more information about how to obtain an original Prevailing Wage Schedule please refer to:

<http://www.labor.state.ny.us/workerprotection/publicwork/PWReqforOWS.shtm>



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Lockport
Steven Pump, Director of Engineering
Municipal Building
1 Locks Plaza
Lockport NY 14094

Schedule Year 2022 through 2023
Date Requested 08/29/2022
PRC# 2022010023

Location Clinton Street
Project ID#
Project Type Mill and pave Clinton Street beginning on Gooding Street to Lake Avenue.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

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 journeymen 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 journeyman'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 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Lockport

Steven Pump, Director of Engineering
Municipal Building
1 Locks Plaza
Lockport NY 14094

Schedule Year 2022 through 2023
Date Requested 08/29/2022
PRC# 2022010023

Location Clinton Street
Project ID#
Project Type Mill and pave Clinton Street beginning on Gooding Street to Lake Avenue.

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 12240

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 .

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 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 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



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. 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.

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/public-work-and-prevailing-wage>

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) 568-5156		

* 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 – 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) for current wage rate information.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

Niagara County General Construction

Boilermaker

04/01/2023

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2022

Boilermaker \$ 35.10

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.04*

*NOTE: \$29.85 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1st Term at 12 Months

Terms 3-8 at 6 Months

Per Hour:

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

Supplemental Benefits per hour:

All Terms \$ 31.04**

**NOTE: \$29.85 of this amount is for every Hour "Paid"

12-7

Carpenter - Building

04/01/2023

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Genesee, Niagara, Orleans

PARTIAL COUNTIES

Wyoming: Only the Townships of Arcade, Attica, Bennington, Covington, Eagle, Java, Middlebury, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour: 07/01/2022

Carpenter	\$ 33.06
Floorlayer	33.06
Certified Welder	34.06
Hazardous Waste Worker	34.56
Diver-Dry Day	34.06
Diver Tender	34.06
Diver-Wet Day**	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for diver: 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:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' and deeper	additional \$1.00 per foot

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 26.65
Diver Wet	26.65
Diver Dry & Tender	26.65

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:

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

Floorlayer Apprentices:

1st	2nd	3rd	4th
55%	60%	70%	80%

Carpenter Apprentices:

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits All per hour worked:

1st	2nd	3rd	4th	5th
\$12.62	\$12.63	\$15.31	\$15.32	\$15.34

12-276B-Gen

Carpenter - Building / Heavy&Highway

04/01/2023

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:	07/01/2022	07/01/2023	07/01/2024
		Additional	Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 33.08	\$ 2.25*	\$2.25*

*To be allocated at a later date

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.45

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 Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

2-42AtSS

Carpenter - Heavy&Highway

04/01/2023

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2022

Heavy Highway:

Carpenter	\$ 37.44
Certified Welder	39.94
Diver-Dry Day	38.44
Diver-Wet Day**	62.44
Diver Tender	38.44
Hazardous Material Worker	39.44
Piledriver	37.44
Effluent & Slurry Diver-Dry Day	57.66
Effluent & Slurry Diver-Wet Day	93.66

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 50'	no additional fee
	51'to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200'	additional \$1.25 per foot

Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' to deeper	additional \$1.00 per foot

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s) \$ 28.85

Diver(s)	31.09
Pile Driver	31.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

Carpenter Apprentices:

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Pile Driver Apprentices(1300hour terms at percentage of Pile Driver Rate)

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental benefits Carpenter/Pile Driver per hour worked:

1st	2nd	3rd	4th	5th
\$ 17.95	\$ 18.46	\$ 20.53	\$ 21.04	\$21.56

12-276HH-Gen

Electrician

04/01/2023

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Niagara

PARTIAL COUNTIES

Orleans: Only the Townships of Albion, Barre, Carlton, Gaines, Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2022

Electrician*	\$ 39.05
Cable Splicer	42.96**

* Includes teledata work.

** Note - Applies for taped splices and taped terminations on shielded cable 5KV and over; for taped splices and taped terminations on all cable over 15KV; for all lead cable splices and terminations; for manufactured, slip-on and kit type splices and terminations over 15KV.

Work performed over 35' to 50' high - \$0.45 shall be added to regular rate.

Work performed over 50' high - \$0.90 shall be added to regular rate.

Work performed in tunnels over 25' deep or 75' long - \$0.45 shall be added.

Hazardous waste work - supplied air as in OSHA Class A - \$4.00 additional.

Hazardous waste work - as in OSHA Class B and C - \$2.50 additional.

SUPPLEMENTAL BENEFITS

Per hour: \$ 30.23*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Day after Thanksgiving is paid at 1 1/2 the hourly rate if worked.

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:

0	1000	2000	3500	5000	6500	8000
40%	45%	50%	60%	70%	85%	

Supplemental benefits per hour worked:

0 to 2000 to 3500 to 5000 to 6500 to 8000

\$ 13.53* \$ 29.30* \$ 29.47* \$ 29.72* \$ 29.98*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-237

Elevator Constructor**04/01/2023**

JOB DESCRIPTION Elevator Constructor**DISTRICT 3****ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2022
Elevator Constructor	\$ 54.98
Helper	38.49

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 36.89

Note - add 6% of regular hourly rate for all hours worked.

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

REGISTERED APPRENTICES

Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

1st*	2nd	3rd	4th
55%	65%	70%	80%

Supplemental benefits per hour:

\$ 36.89

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier**04/01/2023**

JOB DESCRIPTION Glazier**DISTRICT 3****ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2022
Glazier	\$ 29.48
Working off Suspended Scaffold (Swing Stage)	31.48
Maintenance	19.00*

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

** IMPORTANT NOTICE **

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyman Glazier \$ 25.09
Maintenance 16.06

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
Paid: See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime: See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 17.50	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50

Supplemental benefits per hour:

1st & 2nd terms	\$ 8.60
3rd & 4th terms	11.10
5th & 6th terms	12.60
7th & 8th terms	14.10

3-660

Insulator - Heat & Frost

04/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour: 07/01/2022
Heat & Frost Insulator \$ 35.50

SUPPLEMENTAL BENEFITS

Per hour:
\$ 26.79

OVERTIME PAY

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

* Note - Double time after 10 hours on Saturday.

** Note - Triple time on Labor Day if WORKED.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
60%	70%	75%	80%

Supplemental Benefits per hour:

1st	\$ 7.96
2nd	11.54
3rd	26.79
4th	26.79

3-4

Ironworker

04/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Niagara

PARTIAL COUNTIES

Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2022

Structural	\$ 32.00
Ornamental	32.00
Reinforcing	32.00
Rigger & Mach. Mover	32.00
Pre-Engineered	32.00
Fence Erector	32.00
Pre-Cast Erector	32.00
Welder	32.00
Window Erector	32.00

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS

Per hour: \$ 32.29

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st term	\$ 19.50
2nd term	21.50
3rd term	23.50
4th term	25.50

Supplemental benefits per hour:

1st term	\$ 12.53
2nd term	20.23
3rd term	21.33
4th term	22.43

3-9

Laborer - Building

04/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Niagara

WAGES

GROUP 1: Basic.

GROUP 2: Curb and Flatwork Formsetter not on structures, Gunnite Nozzlemen, Sand Blasters, Burning Torch, Operator of Concrete Saw.

GROUP 3: Potman, Pipelayers, Pavement Breakers, Jackhammer Operators, Barco Rammers, Chain Saw, Powder Monkey, Black Top Rakers, Scalers, Drill Helpers, Mortar Mixers, Men Working from Swing Scaffold, Bosun Chair, or suspended cage or bucket, Work in Caissons below 8 feet, Concrete Motor Buggy, Operators of Mechanical Tools.

GROUP 4: Blasters, Grade Checkers.

GROUP 5: Men Working with asbestos, hazardous waste or toxic material.

GROUP 6: Wagon drill, Air Track, Welder.

GROUP 7: Video Machine.

GROUP 8: Supplied Air Respirators.

GROUP 9: Laser Beam.

Per hour: 07/01/2022

GROUP 1	\$ 28.55
GROUP 2	30.60
GROUP 3	30.30
GROUP 4	33.00
GROUP 5	32.00
GROUP 6	31.00
GROUP 7	30.50
GROUP 8	35.00
GROUP 9	30.85

The following premiums apply when shift work is mandated by the job specifications or by the contracting agency:

15% for work from 4:30 p.m. to 12:30 a.m.

20% for work from 12:30 a.m. to 8:00 a.m.

Note: All work from Saturday 8:00am until Monday 8:00am shall be overtime at double time rate when shift work is concerned.

SUPPLEMENTAL BENEFITS

Per hour: \$ 41.41

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour:

\$ 41.41

3-91b

Laborer - Heavy&Highway

04/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Niagara

WAGES

Heavy/Highway & Sewer/Water Laborer:

GROUP 1: Basic.

GROUP 2: Blasters, Grade Checkers.

GROUP 3: Curb and Flatwork Formsetter not on structures, Gunnite Nozzlemen, Tree Topper, Sand Blasters, Burning Torch, Operator of Concrete Saw and Utility Pile Driver.

GROUP 4: Potman, Pipelayer, Pavement Breakers or Busters, Jack Hammer Operator, Video Machine, Barco Rammers, Chain Saw, Powder Monkey, Black Top Rakers, Scalers, Drill Helpers, Mortar Mixers, Men Working from Swinging Scaffold, Bosun Chair, Suspended Cage or Bucket, Work in Caissons below 8 ft, Concrete Motor Buggy, All other operators of Mechanical Tools, including Vibrators regardless of type of power and Boat men.

GROUP 5: Chemical Waste Men Working With Hazardous Waste and Toxic materials as defined in Article VI, Section 2C or in areas of radioactive material and asbestos as specified in bidding documents and specifications. The removal of lead.

GROUP 6: Welder, Wagon Drill, Air track Drill, Self Contained Drill.

GROUP 7: Laser Beam.

GROUP 8: Supplied Air Respirators.

GROUP 9: Respirator required for busting.

GROUP 10: Respirator required due to atmospheric conditions (excluding respirators required for hazardous waste, toxic materials, asbestos or lead abatement).

Per hour:

07/01/2022

GROUP 1	\$ 30.00
GROUP 2	33.00
GROUP 3	30.60
GROUP 4	30.30
GROUP 5	32.00
GROUP 6	31.00
GROUP 7	30.85
GROUP 8	35.00
GROUP 9	30.50
GROUP 10	31.00

The following premiums apply when shift work is mandated by the job specifications or by the contracting agency:

15% for work from 4:30 p.m. to 12:30 a.m.

20% for work from 12:30 a.m. to 8:00 a.m.

Note: All work from Saturday 8:00am until Monday 8:00am shall be overtime at double time rate when shift work is concerned.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 41.61

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour:

\$ 41.61

3-91h/s

Laborer - Tunnel

04/01/2023

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 3

ENTIRE COUNTIES

Niagara

WAGES

COMPRESSED AIR:

GROUP 1: Powder Watchmen, Changehouse Attendant and Top Laborers.

GROUP 2: Blasters, Mucking Machine Operators.

GROUP 3: All Tunnel Workers including Miners, Drill Runners, Iron Men, Maint. Men, Muck Men, Inside Mucklock Tender, Pumpmen, Electricians, Cement Finishers, Rodmen, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motormen, Conveyor Men, Safety Miners, Powdermen, Pan Men, Riggers, Miner's Helper, Chuck Tenders, Track Men, Nippers, Brakemen, Derail Men, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, and Caulkers Helpers.

GROUP 4: Bottom Bell, Mole Nippers per working shaft per shift up to and including two Moles.

GROUP 5: Top Nipper.

GROUP 6: Top Bell, Signal Men, Shaft Men, Outside Man, Lock Tender, Gauge Tender, Outside Muck Lock Tender.

GROUP 7: Divers.

GROUP 8: Diver Tenders.

Per hour: 07/01/2022

GROUP 1	\$ 30.00
GROUP 2	40.50
GROUP 3	39.00
GROUP 4	37.50
GROUP 5	36.00
GROUP 6	34.50
GROUP 7	46.59
GROUP 8	26.59

The following premiums apply when shift work is mandated by the job specifications or by the contracting agency:

15% for work from 4:30 p.m. to 12:30 a.m.

20% for work from 12:30 a.m. to 8:00 a.m.

Note: All work from Saturday 8:00am until Monday 8:00am shall be overtime at double time rate when shift work is concerned.

For degrees of pressure between 26lbs & 30lbs an additional \$3.50 per hr.

For degrees of pressure between 31lbs & 35lbs an additional \$4.50 per hr.

For degrees of pressure between 36lbs & 40lbs an additional \$5.50 per hr.

For degrees of pressure between 41lbs & over an additional \$6.50 per hr.

Additional \$1.00 per hr. for concrete handling in building of bulkheads for locks also men working in Caissons, Cofferdams and Cylinders under pressure.

Additional \$1.00 per hr. for Top Laborer using an air spade, jackhammer or pavement breaker.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 41.61

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1000 hour terms at the following percentage of GROUP 1 Journeyman's wage:

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

Supplemental benefits per hour:

\$ 41.61

3-91t/ca

Laborer - Tunnel

04/01/2023

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 3

ENTIRE COUNTIES

Niagara

WAGES

FREE AIR:

GROUP 1: Mole Nipper, Powder Watchmen, Changehouse Attendant and Top Laborers

GROUP 2: Borers Helper, Tunnel Workers, Miners, Drill Runners, Maintenance Men, Conveyor Men, Safety Miner, Block Layers, Rod man, Powder Carriers, Miners Helpers, Chuck Tenders, Track Men, Nippers, Burners, Brake Men, Derail Men, Cable Men, Hosemen, Grout Men, Gravel Men, Form Men, Bottom Bell, Top Bell, Signal Men, Form Workers, Movers, Concrete Workers, Shaft Man, and Tunnel Laborers.

GROUP 3: Blasters, Welders, Steel Erectors, Piledrivers, Riggers, Cement Finishers and Ironmen.

GROUP 4: Electricians.

GROUP 5: Divers.

GROUP 6: Diver Tender.

Per hour: 07/01/2022

GROUP 1	\$ 30.00
GROUP 2	34.50
GROUP 3	36.00
GROUP 4	37.50
GROUP 5	46.59
GROUP 6	26.59

The following premiums apply when shift work is mandated by the job specifications or by the contracting agency:

15% for work from 4:30 p.m. to 12:30 a.m.

20% for work from 12:30 a.m. to 8:00 a.m.

Note: All work from Saturday 8:00am until Monday 8:00am shall be overtime at double time rate when shift work is concerned.

Additional \$1.00 per hr. for Top Laborers using an air spade, jackhammer or pavement breaker.

Additional \$ 0.75 per hr. for all employed at tunnel level in pipe jacking operations.

For CAISSON, COFFERDAMS and CYLINDERS: See compressed air tunnel rates.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 41.61

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1000 hour terms at the following percentage of GROUP 1 Journeyman's wage:

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

Supplemental benefits per hour:

\$ 41.61

3-91t/fa

Lineman Electrician

04/01/2023

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.

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. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	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". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	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. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20

Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *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,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: 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 Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 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

04/01/2023

JOB DESCRIPTION Lineman Electrician - Teledata
ENTIRE COUNTIES

DISTRICT 6

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).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 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.

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14 *plus 3% of the hourly wage paid	\$ 5.14 *plus 3% of the hourly wage paid	\$ 5.14 *plus 3% of the hourly wage paid	\$ 5.14 *plus 3% of the hourly 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

NOTE: 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	04/01/2023
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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.

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.
(Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	48.19	49.32	50.54
Certified Welder	50.60	51.79	53.07
Digging Machine	43.37	44.39	45.49
Tractor Trailer Driver	40.96	41.92	42.96
Groundman, Truck Driver	38.55	39.46	40.43
Equipment Mechanic	38.55	39.46	40.43
Flagman	28.91	29.59	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.

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

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *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) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: 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 Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90 *plus 7% of	\$ 26.40 *plus 7% of	\$ 26.90 *plus 7% of

the hourly
wage paid

the hourly
wage paid

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

04/01/2023

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 would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

*NOTE- Rate effective 12/31/2022: \$14.20

SUPPLEMENTAL BENEFITS

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

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly 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

NOTE: 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

04/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2022
Plasterer	\$ 30.15

Additional \$3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 23.49
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OVERTIME PAY

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

All other work See (B, E, 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 dollar amounts:

07/01/2022

0-1000	\$ 13.20*
1000-2000	\$ 14.00*
2000-3000	\$ 15.00
3000-4000	\$ 16.00
4000-4700	\$ 17.00
4700-5400	\$ 18.00
5400-6000	\$ 19.00
6000-7000	\$ 20.00
7000-8000	\$ 21.00

*Note- Rate effective 12/31/2022: \$14.20

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

0 to 4000	to 4700	to 5400	to 6000	to 8000
\$ 2.50	\$ 3.50	\$ 4.50	\$ 5.50	\$ 7.50

3-9-Pltr

Mason - Building

04/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per Hour: 07/01/2022

Building:

Bricklayer	\$ 34.82
Stone Mason	34.82
Tuck Pointer	34.82

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 31.76

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 27.20	\$ 27.67	\$ 29.51	\$ 32.23
Supplemental benefits per hour:			

1st	2nd	3rd	4th
\$ 12.65	\$ 18.85	\$ 23.70	\$ 27.67

5-3B-Z3

Mason - Building / Heavy&Highway**04/01/2023****JOB DESCRIPTION** Mason - Building / Heavy&Highway**DISTRICT** 3**ENTIRE COUNTIES**

Niagara

WAGES

Per hour: 07/01/2022

Cement Mason \$ 31.90

Additional \$0.50 per hr for Swing scaffold or exterior scaffold 42' or higher.

Additional \$1.00 per hr when required to wear personal protective equipment including suit and/or respirator.

SUPPLEMENTAL BENEFITSPer hour:
\$ 35.92**OVERTIME PAY**

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

HOLIDAYPaid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE**REGISTERED APPRENTICES**

Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
\$ 19.14	\$ 20.73	\$ 22.33	\$ 23.92	\$ 25.52	\$ 27.11

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 9.11	\$ 11.96	\$ 11.99	\$ 15.26	\$ 17.45	\$ 20.82

3-111Niag

Mason - Heavy&Highway**04/01/2023****JOB DESCRIPTION** Mason - Heavy&Highway**DISTRICT** 5**ENTIRE COUNTIES**

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

PARTIAL COUNTIES

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

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2022

Heavy & Highway:

Cement Mason \$ 34.88

Bricklayer 34.88

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.53

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:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour:

1st term	\$ 14.03
2nd term	\$ 22.97
3rd term	\$ 23.11
4th term	\$ 23.25

5-3h

Mason - Tile Finisher

04/01/2023

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2022

Building:

Marble, Slate, Terrazzo \$ 31.71
and Tile Finisher

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 16.97

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

1st	2nd	3rd
\$ 20.17	\$ 22.94	\$ 26.02

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.94	\$ 11.05	\$ 12.87

5-3TF - Z3

Mason - Tile Setter**04/01/2023**

JOB DESCRIPTION Mason - Tile Setter**DISTRICT** 5**ENTIRE COUNTIES**

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2022

Building:

Marble, Slate, Terrazzo and Tile Setter \$ 34.85

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.23

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 27.08	\$ 27.50	\$ 29.12	\$ 32.54

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.47	\$ 18.68	\$ 23.69	\$ 26.91

5-3TS - Z3

Millwright**04/01/2023**

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: 07/01/2022

Millwright - Power Generation \$ 41.23

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 he/she is 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) are 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:

Journeyman \$ 26.72*

*NOTE: Subject to OT premium

OVERTIME PAY

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

*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

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 Journeyman'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	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.83
Appr. 2nd year	22.26
Appr. 3rd year	23.74
Appr. 4th year	25.24

6-1163Power

Millwright

04/01/2023

JOB DESCRIPTION Millwright

DISTRICT 12

ENTIRE COUNTIES

Erie, Genesee, Niagara

WAGES

Per hour: 07/01/2022

Building	\$ 36.65
Heavy & Highway*	38.65

*All Heavy & Highway Millwright construction will be paid at the rate indicated above. H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.

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 Millwright's rate provided he/she is directed to perform certified welding.
- If a building 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.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Building & Heavy Millwright's 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 per hour.

SUPPLEMENTAL BENEFITS

Per hour Paid:

All Classifications \$ 30.37

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:

1300 hour terms at the following percentage of Journeyman's wage:

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$12.28	\$ 24.95	\$ 26.75	\$ 28.57

12-1163-Gen/Nia/Orl/Wyo

Operating Engineer - Building

04/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pumpcrete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, Sideboom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2022
Class A	\$ 40.23
Class B	35.57
Crane(Up to 60 Tons)	42.73
" (61 to 199 Tons)	43.73
" (200 to 399 Tons)	44.23
" (400 Tons or more)	44.73

Additional \$5.00/hr. for Any Tower Crane
Additional \$2.50/hr. for Hazardous Work Site
Additional \$1.00/hr. for Tunnel Work
Additional \$2.25/hr. for Agency Mandated Shift Work

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 32.65**

**Note: For Overtime Hours \$24.20 of this amount is paid a straight time, the remaining balance of \$8.45 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, *E2, P, V) on OVERTIME PAGE

* Only Saturdays between October 15th and April 15th.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1 year Terms

1st	2nd	3rd	4th
\$29.63	\$30.55	\$31.47	\$32.39

Supplemental benefits Per Hour:

All Apprentices \$31.75**

**Note: For Overtime Hours \$24.20 of this amount to be paid a straight time rate remaining balance of \$7.55 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway

04/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Chautauqua, Erie, Niagara, Orleans

WAGES

Marine Construction/Dredging

Class 1: Diver/Wet Tender, Engineer, Engineer(hydraulic dredge), Blaster.

Class 2(A): Crane, Backhoe Operator, Material Handler, ALL Self-propelled Drill Rigs, Mechanic/Welder, Asst. Engineer(hydraulic dredge), Leverman(hydraulic dredge), Diver/Dry Tender.

Class 2(B): Friction, Lattice Boom, or Crane License Certificate, Endorse Tug or Tow Boat Operator.

Class 3: Deck Equipment Operator, (Machineryman), Maintenance of Crane, Tug/Launch Operator, Loader/Dozer on Barge.

Class 4: Deck Equipment Operator and Machinery Man/Fireman on 4 equipment units or more, Off Road Trucks, Deck Hand, Tug Engineer, Crane Maintenance(50 tons and under/ backhoe 115,000lbs or less), Asst. Tug Operator, Blaster Helper.

Per hour: 07/01/2022

Class 1	\$ 48.80
Class 2(A)	47.30
Class 2(B)	50.30

Class 3	42.10
Class 4	35.00

Hazardous/Toxic Waste based on EAP Levels

Additional:

Level A - \$2.50/Hr.

Level B - 2.00/Hr.

Level C - 1.00/Hr.

Level D - 0.50/Hr.

SUPPLEMENTAL BENEFITS

Per Hour Paid:

ALL CLASSES \$ 32.04

OVERTIME PAY

See (B, E, I, *S) on OVERTIME PAGE

* If the Holiday is Worked

HOLIDAY

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

12-17 Marine

Operating Engineer - Heavy&Highway

04/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-All's, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Conveying Vehicles Conveying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heatterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinius Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Heavy & Highway, Sewer (includes cleaning, lining & rehab), Water & Tunnel

Per hour:	07/01/2022
Class A	\$ 41.39
Class B	36.89

Crane 5 to 60 tons	44.39
" 61 to 199 tons	44.89
" 200 to 399 tons	45.39
" 400 and over	45.89

Additional \$2.50/hr. for Hazardous Work Site

Additional \$1.00/hr. for Tunnel Work

Additional \$4.00/hr. for Agency Mandated Off-Shift Work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.26*

*Note: For Overtime Hours \$26.06 of the amount paid at straight time, the remaining balance of 8.20 is paid at the same premium as the wage.

OVERTIME PAY

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

HOLIDAY

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

Overtime: See (5, 6) on HOLIDAY PAGE

*Saturday Holidays will be recognized on the Friday before

**Sunday Holidays will be recognized on the Monday after

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$33.89	\$34.89	\$35.89	\$36.89

Supplemental Benefits

All Apprentices \$ 33.86*

*Note: For Overtime Hours \$26.06 of the amount paid at straight time, the remaining balance of \$7.80 is paid at same premium as the wage.

12-17 hh/sw/t

Operating Engineer - Survey Crew

04/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to Building, Heavy and Highway Construction.

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.

07/01/2022

Party Chief	\$ 45.62
Instrument Person	43.01
Rod Person	29.78

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.60

OVERTIME PAY

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

*Note: \$24.25 Only for "ALL" premium hours paid.

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 Person wage:

07/01/2022

0-1000 Hrs	60%
1001-2000 Hrs	70%
2001-3000 Hrs	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 17.76 / PHP \$14.55
1001-2000 Hrs	20.72 / " 16.98
2001-3000 Hrs	23.68 / " 19.40

NOTE: PHP is premium hours paid when worked.

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line of 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.

07/01/2022

Party Chief	\$ 45.62
Instrument Person	43.01
Rod Person	29.78

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.60

OVERTIME PAY

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

*Note: \$24.25 Only for "ALL" premium hours paid.

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:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 17.76 / PHP \$14.55
1001-2000	20.72 / " 16.98
2001-3000	23.68 / " 19.40

NOTE: PHP is premium hours paid.

12-17D Con Eng

Painter	04/01/2023
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JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour: 07/01/2022

Basic Rate (Brush & Roll)	\$ 29.27
Spray painting, wallcovering	29.27
Abrasive and hydroblasting	29.27
Taping/DryWall Finisher	29.97
Skeleton Steel*	30.02

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 26.45

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:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 3.35	\$ 5.35	\$ 6.35	\$ 6.85	\$ 7.35	\$ 7.85	\$ 8.35	\$ 8.60

3-4-Buf, Nia, Olean

Painter

04/01/2023

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: 07/01/2022

Bridge	\$ 41.06
Tunnel	41.06
Tank*	39.06

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.

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: \$ 29.89

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 percentage of Journeyman's wage rate:

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

04/01/2023

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

07/01/2022

Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:

All classification \$ 11.24

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, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2022

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber

04/01/2023

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford

Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.

Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2022

Plumber	\$ 38.05
Steamfitter	\$ 38.05

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.20

Note - \$4.64 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

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

* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	90%

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

\$ 23.40

Note - \$4.64 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer

04/01/2023

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2022

Asbestos Removal	\$ 34.96
Slate, Tile	32.11
Precast tile / slabs	32.11
Crete / gypsum planks	32.11
Damp and waterproofer	31.96
Composition, sprayers,	31.96
Asphalt mastic,	31.96
Steep roofers	31.96

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

15.0% for work from 4:30PM - 1:00AM or second shift

20.0% for work from 12:30AM - 9:00AM or third shift

SUPPLEMENTAL BENEFITS

Per hour: \$ 24.76

OVERTIME PAY

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

* and ** Double time after 8 hours on Saturday.

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:

0	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
65%	70%	75%	80%	85%	90%	95%	

Supplemental benefits per hour:

0	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
\$ 9.70	\$ 13.87	\$ 14.10	\$ 21.92	\$ 22.63	\$ 23.34	\$ 24.05	

3-74

Sheetmetal Worker

04/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2022

Sheet Metal Worker \$ 37.44

Additional \$0.50 per hour for work more than 30" above floor on boatswain chair.

Additional \$1.00 per hour for work in "Hot" areas of atomic laboratories, atomic plants, or any premises where radio-active materials are stored or handled and personal protective equipment is required.

Additional \$1.00 per hour for work when required to have 40-hour HAZMAT training or the use of OSHA compliant respirator is required.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

Shift Premium per hour:

Second Shift \$ 3.25

Third Shift \$ 5.00

SUPPLEMENTAL BENEFITS

Per hour: \$ 27.63*

* Note - \$17.73 of this amount must be paid at the same premium as the wages per overtime hours.

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st term	\$ 19.59
2nd term	23.94
3rd term	26.51
4th term	28.07
5th term	31.19

Supplemental benefits per hour:

1st term	\$ 17.10	Note - \$8.20 of this amount must be paid at the same premium as the wage.
2nd term	20.82	Note - \$11.92 of this amount must be paid at the same premium as the wage.
3rd term	25.46	Note - \$15.56 of this amount must be paid at the same premium as the wage.
4th term	25.77	Note - \$15.87 of this amount must be paid at the same premium as the wage.
5th term	26.39	Note - \$16.49 of this amount must be paid at the same premium as the wage.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply;

Shift Premium per hour:

Second Shift

1st term	\$ 1.46
2nd term	\$ 1.63
3rd term	\$ 1.79
4th term	\$ 2.28
5th term	\$ 2.60

Third Shift

1st term	\$ 2.25
2nd term	\$ 2.50
3rd term	\$ 2.75
4th term	\$ 3.50
5th term	\$ 4.00

3-71

Sprinkler Fitter

04/01/2023

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 07/01/2022

Sprinkler \$ 38.15
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 27.68

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
\$ 18.30	\$ 20.34	\$ 22.12	\$ 24.15	\$ 26.19	\$ 28.22	\$ 30.25	\$ 32.29	\$ 34.32	\$ 36.35

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01

1-669

Teamster - Building / Heavy&Highway

04/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darien and Pembroke.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle 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.

Per hour: 07/01/2022

All GROUPS \$ 43.22

Add \$2.00 when required to use personal protection when performing hazardous waste removal work.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 16.19*

*Note - Only \$ 7.66 per hour needs to be paid for overtime hours.

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449

Teamster - Building / Heavy&Highway

04/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

WAGES

Per hour: 07/01/2022

Dump Truck Operator* \$ 27.00

*Does not include Single Axle Dump Trucks (see Teamster Group 1).

*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.02

OVERTIME PAY

See (B, B2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449d-DT

Welder

04/01/2023

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 07/01/2022

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
- (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 12240

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)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance 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://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 04/03/2023

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	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
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 F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
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	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

NYSDOL Bureau of Public Work Debarment List 04/03/2023

Article 8

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	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
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	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
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
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
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

NYSDOL Bureau of Public Work Debarment List 04/03/2023

Article 8

DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
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	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	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	10/25/2022	10/25/2027
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 C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
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

NYSDOL Bureau of Public Work Debarment List 04/03/2023

Article 8

DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
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	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
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 GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
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		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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	*****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		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		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
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023

NYSDOL Bureau of Public Work Debarment List 04/03/2023

Article 8

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	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
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	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
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 CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027

NYSDOL Bureau of Public Work Debarment List 04/03/2023

Article 8

DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
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 RDPOMPIE 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	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025

NYSDOL Bureau of Public Work Debarment List 04/03/2023

Article 8

DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
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	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
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		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
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	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025

NYSDOL Bureau of Public Work Debarment List 04/03/2023

Article 8

DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	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		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
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 CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

Construction Performance Bond

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

CONTRACTOR (Name & Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): Clinton Street & North Adam Street Pavement Rehabilitation – Lockport, NY 14094

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

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

End of Construction Performance Bond

Construction Payment Bond

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

CONTRACTOR (Name & Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): Clinton Street & North Adam Street Pavement Rehabilitation – Lockport, NY 14094

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

End of Construction Payment Bond

GENERAL REQUIREMENTS

1. **SCOPE OF WORK** - The work to be done under this Contract, as outlined under the heading of "Notice to Contractors", includes the furnishing of all labor, materials, tools, power and construction equipment necessary for the completion of the work, including all miscellaneous items as hereinafter specified and shown on plans.
2. **CONTRACT DRAWINGS AND SPECIFICATIONS** - The work to be done is shown on the accompanying drawing prepared by the City of Lockport Engineering Department. This original drawing may be supplemented by other drawings furnished by the Contractor and approved by the Engineer. Additional drawings may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the drawings according to which the work is to be done.

Drawings and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for on the drawings and not specifically mentioned in the specifications or described in the specifications and not particularly shown on the drawings, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the drawings. Where figures or definite dimensions are given on the drawings or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or drawings, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

3. **MEASUREMENT** - Measurements of the work will be taken by the Engineer to determine the amount of work done, to which the unit or Lump Sum prices of the contract will be applied to determine the cost. Measurements for sewer and water lines will exclude intervening valves, fittings and inside dimensions of manholes, which will be paid for under those specific items. All measurements made by the Engineer shall be final and conclusive evidence of the amount of work performed under this Contract.

For computation of the quantities of earthwork to be paid for under various items of the contract, it is agreed that the planimeter shall be considered an instrument of precision, and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate. Arithmetical computations, utilizing any type of computing device or machines including electronic computers, shall not be precluded by reference to the planimeter.

For the purpose of calculating stone and asphalt quantities the following yields shall be used:

Base Material - 105 pounds per Sq. Yd. per 1" depth

Binder - 110 pounds per Sq. Yd. per 1" depth

Top - 120 pounds per Sq. Yd. per 1" depth

Compacted run of crusher stone 2.0 tons per Cu.Yd.

4. POWER, LIGHT OR TELEPHONE POLES - All power, light, telephone and other service poles and all appurtenant structures that are located within the limits of any necessary excavation made for this project or its appurtenant structures, will be moved and relocated at no expense to the Contractor. Any pole located outside of the above limits which the Contractor wishes to have moved, to facilitate the use of his equipment or progress of the work, the Contractor shall make the necessary arrangements with the owner of the pole to have it moved, and the Contractor shall pay any and all costs involved thereby. In the event that there is any question as to whether or not pole is located within the limits of the excavation as defined heretofore, the Engineer shall decide, and his decision shall be binding upon the City and upon the Contractor and Utility Company.
5. INTERFERENCE WITH OTHER UNDERGROUND UTILITIES - Any gas or water main, power, light, telephone conduit or service connection thereto or any other subsurface structure that crosses or passes through the space occupied by any of the completed structures that are a part of this Contract, shall be moved, relocated and reconnected by the owner of such service connection or structure. Any of the above enumerated underground utilities or other structures that are located outside of the space occupied by the completed structures of this Contract, and which the Contractor wishes to have moved to facilitate the use of his equipment or progress of the work, the Contractor shall make the necessary arrangements with the owner of such structure to have it moved, and the Contractor shall pay any and all cost involved thereby. In the event that there is any question as to whether any of the above enumerated underground utilities or other structures cross or pass through the space occupied by the completed structures of this Contract, the Engineer shall decide and his decision shall be binding upon the City and upon the Contractor.
6. PIPES CROSSING TRENCH - All existing gas pipes, water pipes, service pipes, steam pipes, electric conduits, sewers, drains and hydrants, railway tracks and other structures which do not in the opinion of the Engineer require to be changed in location, shall be carefully supported and protected from damage by the Contractor, and in case of damage by the Contractor they shall be restored by him without additional compensation to as good condition as that in which they were found. Where pipes, conduits or sewers are removed from the trench, leaving dead-ends in the ground, such ends shall be carefully plugged or bulkheaded with brick and mortar or metal fittings as required by the Contractor without additional compensation.

7. SUBCONTRACTS - The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and for anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of this agreement, plans and specifications, as far as applicable to his work, unless otherwise specifically approved in writing as adequate by the Owner.

8. RELATION TO OTHER CONTRACTORS - The Contractor shall so conduct his operations as not to interfere with or damage the work of other Contractors or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which contract shall cease work for the time being and which shall continue, or whether work on both contracts shall continue at the same time and in what locations.

9. CONTRACTOR'S ORGANIZATION - The Contractor shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this contract, and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the Engineer; and such order, when given to and received by said representative, shall be deemed to have been given to the received by the Contractor. Copies of the shop drawings shall at all times be kept on file by the Contractor at readily accessible points near the work.

10. CODES, ORDINANCES, LAWS AND REGULATIONS - The Contractor and Subcontractors shall observe and comply with all Federal, State and Local codes, ordinances, laws and regulations in force at the construction site, and shall protect and indemnify the Owner and the Owner's officers and agents against any claim or liability including reasonable attorney's fees and legal expenses incurred by owner, its officers and agents, arising from or based on any violation of the same.

The Contractor shall pay for and obtain all permits for work, pay all charges for inspection and tests, file plans and specifications to the inspection department having jurisdiction, and secure and pay all costs or licenses.

11. UTILITIES - Unless otherwise provided in these specifications, the Contractor shall make his own arrangements for electricity, gas, water and sewer services for use during the construction of the work and shall pay for all connections, extensions and services.

12. GAS - If gas is present in existing sewers where the Contractor must work, the sewer shall be cleared of gas before entering. If the gas cannot be removed by natural ventilation, by the removal of manhole covers, the Contractor shall maintain forced draft to render the sewers safe as determined by gas detection equipment.
13. CONTROL OF NOISE - The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, special precautions shall be taken to avoid noise and other nuisances; and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.
14. SMOKE PREVENTION - Strict compliance with all ordinances regulating the production and emission of smoke will be required and the Contractor shall accept full responsibility for all damage that may occur to property as a result of negligence in providing required control.
15. DUST CONTROL - The Contractor shall apply water or dust palliative or both, for the alleviation or prevention of dust nuisance caused by his operations. Dust control operations shall be performed by the Contractor at the time ordered by the Engineer, but failure of the Engineer to issue such order will not relieve the Contractor of this responsibility. No direct payment will be made for any such work performed or material used to control dust under this Contract.
16. RIGHT-OF-WAY - The necessary right-of-ways for the construction of drains, sewers, main and appurtenant structures, across or under private property, will have been or will be obtained by the Owner. In carrying out the work on private right-of-ways, the Contractor shall take due and proper precautions against any injury to adjacent structures, and shall hold himself strictly within the rights secured by the Owner.

In the event that the Owner is unable to obtain right-of-ways before construction begins, the Contractor shall not be entitled to make or assert a claim for damage for said delay; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay.

17. FENCES - No fences shall be removed or destroyed by the Contractor without the written permission of the Engineer. The Contractor shall be held fully responsible for any damages caused by his work to adjoining fences. Fences that have to be removed shall be preserved and replaced in a manner acceptable to the Engineer. Damaged material shall be replaced with new material.
18. MONUMENTS - During the progress of the work, the Contractor may encounter street intersection, section line, and fractional section line monuments. Insofar as known, such monuments have been indicated on the drawings. The Contractor shall not removed any such monument until the Engineer shall have set four (4) iron pipe stakes, each two (2) feet long, as reference points for the resetting of such monuments. Reference stakes shall be

located in such positions that they will not be disturbed by any construction operations. The Contractor shall furnish the necessary iron pipe stakes, necessary labor and other assistance required by the Engineer for his work in setting the reference stakes. After this referencing has been done and suitable permanent sketches prepared, the Engineer will give permission to the Contractor for the removal of the monument. The Owner will reset monuments after all backfilling has fully settled.

19. SAFETY - A. The Contractor and Subcontractors shall comply with Federal, State and local laws and regulations governing the furnishing and use of safeguards, safety devices and protective equipment, and take any other needed actions on his own responsibility, as reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the construction of the project.

B. If the City finds the Contractor to be in non-compliance of any requirement under this section, it shall:

1. Warn the Contractor, either verbally or in writing to comply with such requirement within a period of two hours from the time the verbal or written warning is given to the Contractor.
2. In the event of non-compliance with a verbal or written warning under Section 19(A), caused the job to be shut down until compliance is obtained in accordance with such written or oral warning.
3. In the event a Contractor fails to comply with such requirement within three (3) days of the job discontinuance under Section 19(B), this contract shall be terminated upon written notice by the City to the Contractor and Section 30 of the General Conditions, relating to termination, shall govern the rights and responsibilities of the parties.

20. WORKMANSHIP - It is mutually understood that the workmanship furnished under this Contract shall all be first class, to the end that a good and substantial and workmanlike job may be produced. The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done; and any labor, tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result, may be ordered from the work by him, and such labor or tools or appliances shall be substituted therefore by the Contractor, as will meet with the approval of the Engineer.

Unless otherwise stipulated in the specifications, all materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidences to kinds and quality of materials as the Engineer may require.

21. TIME AND SEQUENCE OF WORK -In general, it is the intention and understanding that the Contractor shall have control over the sequence or order or execution of the several parts of the work to be done under the contract, and over the method of accomplishing the required results, except as some particular sequence of method may be distinctly demanded

by the drawings and specifications or by the expressed provisions of the Contract. The Engineer may, however, make such reasonable requirements as may, in his judgment be necessary for the proper and effective protection of work, partially or wholly completed and to these requirements the Contractor shall conform.

22. TESTING - Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM, AWWA, or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificate therefore submitted to the Engineer.

For materials covered by New York State Department of Public Works, materials shall be secured from stockpiles approved by them, or where tests are required, they will be made at the expense of the Contractor.

Compaction tests will be made by a representative of the Owner and paid for by the Contractor. The Engineer shall schedule and select the locations of the tests.

23. MOVING EQUIPMENT - All heavy equipment moved over improved streets shall be transported on equipment trailers or moved over planking placed on the paving and as directed by the Engineer.
24. DISORDERLY EMPLOYEES - Disorderly, intemperate, or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workmen who refuses to or neglects to comply with the directions of the Engineer in the matter of personal conduct, shall at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.
25. PRELIMINARY CLEAN-UP - The Contractor shall at all times, keep the clean up work closely allied with the actual installation of the various portions of the work. The following items shall be attended to within twenty-four (24) hours after the actual installation at any given point:
- (a) Replacement of road signs, mail boxes, paper boxes.
 - (b) Driveways shall be slightly rounded (3 inches +), and shall have an application of stone, if required, to control dust and/or mud.
 - (c) Road pavements shall be cleared of all dirt, stone, and so forth.
 - (d) Open cuts in highway pavements shall have temporary bituminous tops and shall be maintained full.

Within a week of the actual installation at any given point, the following items shall be accomplished.

- (a) Lawns shall be cleaned up, the area adjacent to the trench raked, the trench to be slightly rounded (6 inches maximum).
- (b) Sidewalks and projections shall be leveled out, the walks cleaned, and temporary

- stone walkways provided.
- (c) All debris, consisting of branches, trees, lumber, stones, and so forth, shall be removed.
 - (d) Driveway culverts shall be cleaned out and/or replaced as required.
 - (e) Cross culverts, drain inlets, drain tiles, ditches, and so forth shall be cleaned out and/or replaced.
 - (f) Road ditches paralleling the road shall be rough graded.
 - (g) Surplus material shall be removed.
 - (h) Top soil added and area fine graded to one (1) inch above finish grade.

Complaints of a specific nature shall be attended to within twenty-four (24) hours of notice to the Contractor.

The above conditions are considered as being preliminary clean up only.

- 26. REPLACING EXISTING CONDITIONS - The Contractor shall in all cases be responsible for maintaining or replacing all lawns, shrubs, plants, hedges and trees damaged by him.
- 27. HAZARDS CREATED OVER WEEK-ENDS, HOLIDAYS OR ANY TIME AFTER THE CONTRACTOR HAS LEFT THE SITE OF WORK - The Contractor, after verbal or written notification by the Engineer or his representative, will correct in reasonable length of time, any hazardous condition that has been created on the job.

The Engineer will determine what constitutes a reasonable length of time.

Hazards include, but are not limited to: failure of temporary pavement, trench settlement, obstructions to sidewalks, driveways, plant entrances, alleyways, improperly stored equipment or materials, improperly constructed, inadequate or damaged barricades, lack of sufficient number of warning lights, flares or signs, water conditions caused by lack of drainage.

Emergency Contact Person - The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer, and all police agencies in the area. Such person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

If in the opinion of the Engineer, the Contractor does not eliminate the hazard in question, the City will correct the condition and charge the cost of all labor, material and equipment to the Contractor.

- 28. FINAL CLEANUP AND GRADING - Upon completion of construction and before final payment is made, the Contractor shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may have settled. He shall then regrade and put in shape all backfilled trenches,

all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through his operations.

Surplus materials, tools and all dirt, rubbish and excess earth from excavation shall be hauled to a dump provided by the Contractor.

If, during the progress of the work, it should become necessary, because of the lateness of the season, strikes, lack of materials, etc., to stop the work, then the Contractor shall open proper drainage ditches, erect temporary structures where necessary, prepare the project so that there will be a minimum interference with traffic, set up and maintain a competent organization, as directed by the Engineer, to keep the contract in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

End of General Requirements

SUPPLEMENTAL REQUIREMENTS

- 1) Contractor shall submit work schedule and list of subcontractors to the Engineer prior to construction.
- 2) All milled material to be hauled from site and delivered to the City of Lockport Highway Garage Facility, located at 455 South Niagara Street in Lockport, NY.
- 3) Contractor shall maintain access to driveways, parking lots and traffic at all times. Contractor shall submit a plan for maintenance and protection of traffic to the Engineer.
- 4) Contractor is responsible to notify underground utilities to mark utilities prior to construction.
- 5) Any damage by the Contractor to existing receivers shall be repaired by the Contractor at his/her expense.
- 6) All Pavement Replacement shall conform to the City of Lockport standards attached.
- 7) Contractor to provide traffic control to allow one-way traffic at all times. He/She shall maintain at least one direction of travel at all times. If deemed necessary by the contractor, a detour route can be utilized, which would need to be approved by the Engineer prior to setting up the detour route.
- 8) All paving work is to be completed during this construction season. All areas are to be made safe for the duration of the project.
- 9) Contractor responsible to obtain City of Lockport Contractor Permit.

Technical Specifications

BID ITEM NO. 2 - MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall maintain and protect traffic in accordance with the following sections of the New York State Department of Transportation's Standard Specifications.

Payment for Maintenance and Protection of Traffic will be made on a lump sum basis.

619-1 DESCRIPTION

619-1.01 General. This work shall consist of maintaining traffic and protecting the public from damage to person and property within the limits of and for the duration of the contract.

619-1.02 Basic Maintenance and Protection of Traffic. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators, guiding devices and other methods that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive or walk, day or night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained. All work shall conform to the requirements of the New York State Manual of Uniform Traffic Control Devices. The basic maintenance and protection requirements shall be as follows:

- A. Surface. Maintain the surface condition of the traveled way so it is consistent with the appropriate speed limit.
- B. Drainage. Maintain the drainage facilities and other highway elements, old or new, including detours.
- C. Bus Stops. Maintain existing bus stops, if any, so bus passengers are reasonably accommodated.
- D. Pedestrian Traffic. Provide adequate protection for pedestrian traffic during all phases of construction.
- E. Intersecting Highways. Provide ingress and egress to and from intersecting highways, homes, businesses and commercial establishments.
- F. Dust Control and Spillage. Control dust and keep the traveled way free from materials spilled from hauling equipment. This shall also apply to dust control and spilled material resulting from the contractor's operations in the areas outside the contract limits.
- G. Flagmen. Provide the necessary traffic control equipment and flagmen for adequate traffic control on the traveled way.
- H. Repairs. Make the necessary repairs to existing pavement and structure wearing surfaces as required to provide a reasonably smooth traveled way where vehicle operation is maintained.

I. Responsibility to the Public. Protect the public from damage to person and property which may result directly or indirectly from any construction operation. The specification requirements of Section 107, Legal Relations and Responsibility to Public, shall apply.

J. Schedule. Schedule work to keep to a minimum, and consistent with the physical requirements of the contract, the amount of existing pavement and/or facilities that are destroyed or substantially torn-up at any one time. Unless otherwise indicated on the plans or in the proposal the length of existing facility destroyed shall not exceed one mile, except when the Contractor has submitted and the Engineer has approved a detailed schedule of operations reflecting a proposal to the contrary.

K. Snow and Ice Control. 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 and when necessary, and in such a manner that proper drainage is provided for the melting of 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.

L. Delineation and Guiding Devices. Provide and maintain delineation and guiding devices which shall include, delineators, drums, cones, railing, temporary curb of any kind (except 12" by 12" or larger timber curbs) and other similar materials or methods acceptable to the Engineer.

The installation, moving and removing of any such delineators or guiding devices together with removal of existing pavement markings shall be included in the work.

The Contractor is placed on notice that maintenance and protection of traffic over a highway during construction is considered as important as the construction itself. The Contractor, shall, therefore, at all times conduct his operations in a manner to insure the convenience of all travelers and the abutting property owners and their safety as well as the safety of his own employees.

Such conduct shall include, but not be limited to, insuring that all construction materials and equipment are removed from the work site during non-working hours, or are protected in such manner that they shall not constitute a traffic hazard; construction shall be conducted in such a manner as to minimize the amount of time during which fixed objects and steep side slopes are without guide rail protection; shoulder construction and paving operations shall be conducted in such a manner as to minimize the period of time the traveling public is exposed to sharp dropoffs; and workers shall not be allowed to park personal vehicles in the shoulder area.

619-1.03 Construction Signs, Temporary Box Beam Barrier, Temporary Concrete Barrier, Construction Barricades, and Lighting for Construction Barricades. The Contractor shall furnish, install, move and maintain constructions signs, temporary box beam barrier, temporary concrete barrier, construction barricades, and lighting for construction barricades as shown on the plans or as ordered by the Engineer, and in accordance with the New York State Manual of Uniform Traffic Control Devices.

619-1.04 Temporary Structures and Approaches. The Contractor shall construct, move or remove, as directed, temporary structures, approaches, detours, pavements and necessary appurtenances.

619-2.01 Existing Pavement Repair. Existing pavements shall be kept in repair using materials compatible with the pavement. In general, plant-mixed bituminous concrete is suitable for all pavement surfaces. Material other than plant-mixed bituminous concrete may be used if approved by the Engineer.

619-2.02 Construction Signs and Other Signs. Sign panels may be made of aluminum, galvanized steel or plywood except when placed on Type III Breakaway Barricades, then sign material shall conform to the requirements for the aluminum panels. When reflectorization is required by the N.Y.S.M.U.T.C.D. reflective sheet material shall be used and it shall conform to the photometric and color requirements of material specifications as follows:

For signs that are **exclusively** used during daylight hours, 730-05.01 Reflective Sheeting (Class A) or 730-05.02 Reflective Sheeting (Class B) may be used at the Contractor's option.

For signs that are used during daylight and/or night hours, 730-05.02 Reflective Sheeting (Class B) shall be used.

When reflectorization is not required, the sign face background shall be any one of the following: 730-05.01, Reflective Sheeting (Class A), 730-05.02, Reflective Sheeting (Class B), or exterior type paint conforming to the appropriate Highway Color Tolerance Chart PR Colors No. 1 through No. 6.

Black characters shall be non-reflective, Type V, and shall conform to the requirements of Subsection 730-13, Reflectorized Sheeting Sign Characters (Type V), except that reflective background material shall meet the requirements stated above.

White characters shall meet the requirements of either Subsection 730-12, Reflectorized Sheeting Sign Characters (Type IV) or Subsection 730-13, Reflectorized Sheeting Sign Characters (Type V), except that Type IV characters shall consist of cutout reflective sheeting material meeting the requirements of Subsection 730-05.02, Reflective Sheeting (Class B) and reflective background materials shall meet the requirements stated above.

619-2.03 Delineators, Temporary Box Beam Barrier, Temporary Concrete Barrier, Construction Barricades, Lighting for Construction Barricades, and Pavement Delineation.

Delineators, barricades, lighting for construction barricades, pavement delineation and similar materials shall meet the requirements of these specifications and shall be in accordance with the plans, applicable Standard Sheets and the New York State Manual of Uniform Traffic Control Devices. No materials or methods which will cause damage to any pavement or paving course that will be retained shall be employed in the removal of pavement markings.

Temporary box beam barrier shall meet the requirements of box beam median barrier as specified in Section 710-21 Box Beam Guide Railing and Median Barrier. After the removal of the barrier, the pavement repairs shall be made in accordance with the applicable requirements of Section 401 Bituminous Pavements or Section 502 Portland Cement Concrete Pavement.

Temporary concrete barriers shall conform to the dimensions, joint connections, material details, and anchoring details shown on the Standard Sheet. The barrier sections shall be precast concrete units. The Manufacturer shall certify that the temporary concrete barrier units conform to the details shown on the standard sheet or approved drawing.

The Engineer will inspect the temporary concrete barrier sections upon delivery to the project site for conformance to specifications. Any barrier sections having damage and/or defects in the concrete and/or joint connections will be rejected by the Engineer when in his judgment the performance of the barriers will be affected.

The temporary concrete barrier sections shall form a smooth and continuous barrier when joined together. Any sections damaged or misaligned while in service shall be corrected or replaced to the satisfaction of the Engineer.

When reflectorization is required by the New York State Manual of Uniform Traffic Control Devices, reflective sheet material shall be used and it shall conform to photometric and color requirements of Subsection 730-05.02 Reflective Sheeting (Class B) except where glass or plastic buttons are used as delineators. Construction barricades, cones, and drums may be reflectorized with reflective sheeting conforming to the requirements of Subsection 730-05.01 Reflective Sheeting (Class A).

When reflectorization is not required, any paints utilized shall be of an exterior type conforming to the appropriate Highway Color Tolerance Chart PR Colors No. 1 through No. 6.

These requirements must be maintained throughout the period of the Contract with repair or replacement made by the Contractor as necessary.

Pavement delineation shall consist of reflectorized pavement marking paints or reflectorized pressure sensitive pavement marking tapes. All materials for pavement delineation shall be specifically designed for use as a pavement marking and shall be approved by the Engineer prior to application. All line segments shall not be less than four nor greater than six inches in width and the colors shall be as specified in the New York State M.U.T.C.D.

619-3.01 **Basic Maintenance and Protection of Traffic.**

A. **General.** The Contractor shall generally provide a traveled way suitable for two lanes of moving traffic or more lanes if shown on the plans or in the proposal. 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 Engineer. 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.

B. **Cleaning of Highways.** 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 by or dropped from the undercarriage of any carrying vehicle used in the Contractor's hauling operations along or across any public traveled way both within and outside the contract limits shall be removed immediately.

C. **Dust Control.** 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.

D. **Traffic Control.** Whenever it becomes necessary to maintain traffic on one lane, the Contractor shall provide adequate traffic controls on the section of highway on which vehicle operation is maintained. He shall employ a sufficient number of competent flagmen and/or temporary traffic signals to control one lane traffic continuously. In the event the length of the one lane operation is extremely short and conditions are favorable for safe operation, the Engineer may, in writing, authorize the Contractor to dispense with flagmen or traffic control signals.

The Contractor shall also provide a sufficient number of competent flagmen in areas where construction equipment is operating in potential conflict with public traffic, regardless of the volume of traffic or the sight distance. Flagmen shall wear orange caps or hats and vests in conformance with the New York State Manual of Uniform Traffic Control Devices, and shall direct traffic in conformance with said Manual.

E. **Drainage.** The Contractor shall devote particular attention to all drainage facilities, keeping them fully operative at all times. 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.

F. **Ingress and Egress.** The Contractor shall provide and maintain, at all times, safe and adequate ingress and egress to and from intersecting highways, homes, businesses and

commercial establishments at existing or at new access points, consistent with the work, unless otherwise authorized by the Engineer. The Contractor will not be responsible for snow removal from driveways or entrances. On highways on which motor bus service is maintained, he shall provide suitable areas or locations for the loading and unloading of passengers. The existing pavement, at improved intersecting streets, shall not be disturbed without prior consent of the Engineer.

G. Delineation and Guiding Devices for Construction. 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 building devices or flagmen. 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 between 6 inches and 18 inches, the spacing between delineators shall be reduced to 100 feet maximum. Where the drop-off is greater than 18 inches, a continuous delineation shall be used in addition to individual delineators.

Thirty to fifty-five gallon drums or containers set on end, may be used as delineators, provided they are properly painted and reflectorized in accordance with the New York State Manual of Uniform Traffic Control Devices. 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 sheeting having a minimum area of 20 square inches or of reflective buttons having a minimum diameter of 3 inches. All reflective delineators or markers shall conform to the requirements of the New York State Manual of Uniform Traffic Control Devices.

Where timber curb is used it shall be painted in accordance with the requirements of the New York State Manual of Uniform Traffic Control Devices.

At commercial establishments the entire entrance area between adjacent markers, shall be kept safe and smooth for convenient ingress and egress. Delineators shall be substantially mounted so that the bottom of the reflective unit is 4 feet above the elevation of the traveled way. Any area determined by the Engineer to be particularly hazardous, shall be marked by the use of signal flashers with large reflectorized yellow lenses in addition to the reflective markings.

H. Signs.

1. Control and Authority. All existing highway signs, markers, delineators and their supports (authorized by the Department of Transportation) within the contract limits shall remain under the control and jurisdiction of the Engineer and shall be maintained for the duration of the contract by the Contractor as directed by the Engineer. Any signs not authorized by the Department of Transportation, shall be removed from the right of way as ordered by the Engineer.

2. **Maintenance of Route Marker Signs.** Route marker signs shall be maintained by the Contractor during construction. Should relocations be necessary at various stages of construction, they shall be placed in conformance with the New York State Manual of Uniform Traffic Control Devices and as directed by the Engineer in locations visible to traffic. Appropriate directional signing shall also be used in conjunction with Route Marker signs.

3. **Storage of Existing Signs, Markers and Delineators.** The Contractor, when ordered, shall remove existing signs, markers and delineators and their supports which interfere with his construction operations; store, protect, clean and replace them on the contract as directed in a location approved by the Engineer. Signs, markers and delineators not to be replaced, shall be cleaned and delivered to the Engineer as directed. Signs, markers and delineators lost or damaged because of negligence on the part of the Contractor, shall be replaced at the Contractor's expense.

I. **Existing Pavement Markings.** The contractor shall remove, as soon as practicable, existing pavement markings where indicated on the plans, in the proposal or where ordered by the Engineer. This shall include any pavement markings that are added during the course of the work. If darkness or inclement weather interferes with removal operation, such operations should be accomplished during the next daylight period or as soon thereafter as weather conditions permit.

The method of removal is subject to the approval of the Engineer. Painting out pavement markings will only be approved for very short term use. Grinding, scraping, sandblasting, etc., must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that will mislead or misdirect the motorist.

J. **Exposed Box Beam Guide Railing Ends or Bridge Railing Ends.** At the close of work each day, when traffic is being maintained on the facility, all exposed ends (free ends) of box beam guide railing, box beam median barrier and bridge railing shall be temporarily terminated with box beam guide railing end assemblies utilizing two splice plates and eight bolts per temporary termination connection. No posts for anchorages will be required. Special temporary splice plates will be needed to adapt box beam guide railing end assemblies to box beam median barriers.

619-3.02 Construction Signs. Reflectorized Signs. The Contractor shall furnish and erect, move and remove, as required and as directed by the Engineer, reflectorized 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 support 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. All signs and markers shall indicate actual existing conditions and shall be moved, removed, relocated or changed immediately as directed by the Engineer. Sign sizes and details shall conform to the Standard Sheets, the New York State Manual of Uniform Traffic Control Devices or to details shown in the plans. The number of signs indicated in the New York State Manual of Uniform

Traffic Control Devices, the Standard Sheets or plans are a minimum and the Contractor shall have an adequate quantity of each of these signs immediately available for use as required. The Engineer may require additional signs. In that event, they shall be consistent with the arrangement, material and details of those shown on the Standard Sheets, the New York State Manual of Uniform Traffic Control Devices and the plans.

All signs shall be mounted in accordance with the New York State Manual of Uniform Traffic Control Devices. All signs shall be mounted at a height of at least five feet. Under special conditions, signs may be mounted at a greater height, as ordered by the Engineer, to fit the situation.

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 contract is accepted.

619-3.03 Temporary Box Beam Barrier, Temporary Concrete Barrier, Construction Barricades, and Lighting for Construction Barricades. The contractor shall furnish, erect move and remove, temporary concrete barrier, construction barricades and lighting for construction barricades where and as indicated on the plans, on the Standard Sheets, in the New York State Manual of Uniform Traffic Control Devices, or as directed by the Engineer. Posts and painted members or bands used to delineate drop-offs will not be considered to be barricades.

Where indicated on the plans or in the proposal, construction barricades and temporary concrete barriers shall be supplemented either by approved flashing or steady burning lights.

Temporary box beam barrier shall be erected in accordance with the requirements for box beam median barrier specified in Subsection 606-3.01 and 606-3.03.

Each run, or bay, of temporary concrete barrier units shall be fastened together to form a continuous chain. After placement each successive unit shall be moved longitudinally to remove the slack in the joint between units. The units at each end of a run or bay shall be anchored as shown on the Standard Sheet. In order to reduce movement of the barrier on structures, areas where limited deflection is desired, or where directed by the Engineer, one of the methods shown on the standard sheet shall be used. Where shown on the plans or directed by the Engineer, the ends of the barrier run shall be fitted with a tapered end section, flared back, or fitted with an impact attenuation device.

Steady burning or flashing barricade lights have a minimum nominal diameter of 7 inches and shall emit yellow light. Steady burning lights may be used to supplement other channelizing devices to delineate the traveled way. Flashing lights shall not be used for delineation or channelizing purposes.

Flashing barricade lights shall be either Type A, Low Intensity, or Type B, High Intensity conforming to the requirements of Section 310.3(c) of the NYS MUTCD. High intensity lights shall be used where barricade lights are required to operate 24 hours per day. Low intensity lights shall be used where barricade lights are required only at night. In that event, the hours for operation of the low intensity lights shall be dusk to dawn.

Steady burning lights shall have a minimum beam candle power of 2 candles maintained within a

solid angle of 9 degrees on each side of the vertical axis, and 5 degrees above and 5 degrees below the horizontal axis. The hours for operation of steady burning barricade lights shall be dusk to dawn.

619-3.10 Maintain Traffic Signal Equipment. The Contractor shall maintain in proper operation, for the duration of the contract, existing signals until their approved removal and relocated and newly installed signals until final acceptance of the Contract. He shall be responsible for their continuous operation except for reasonable shutdown periods authorized by the Engineer during relocation and transfer operations. All maintenance parts and labor shall be furnished by the Contractor.

The Contractor will be required to have capable signal repair personnel on call 24 hours a day. If for any reason a signal is not functioning properly, the Contractor shall commence work on this signal no later than two hours after he has been notified. If directed by the Engineer, the Contractor shall notify the appropriate police agency for traffic control operations, or, if unable to do so, shall provide a flagman at specified intersections within the two-hour time period. The Contractor shall continue the flagman services until the signal is in proper operation. Flagman shall be equipped with reflectorized jackets, red flags, and any other devices to control traffic as deemed necessary by the Engineer.

Where the Contractor is required to temporarily relocate existing traffic signals because of his construction operations, equipment, fittings, wire, cable, conduit and related materials shall be reinstalled and extended where necessary. Creosoted temporary timber poles (Class 2) guys and related material shall be furnished and installed where necessary.

New traffic signals are to be installed as soon as feasible in order to reduce the number of temporary relocations caused by construction operations.

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BID ITEM NO. 3 & 4 - COLD MILLING

**NEW YORK STATE D.O.T. ITEM 18490.4031 - COLD MILLING, SHAPING
AND REMOVAL OF BITUMINOUS CONCRETE PAVEMENT**

DESCRIPTION

This work shall consist of the milling, shaping and removal of portions of existing pavement surfaces by a cold milling process, within the areas indicated on the Plans, utilizing equipment and procedures meeting the requirements in this specification.

To assist with quantities, the following is a list of the cold milling requirements for the Clinton Street and North Adam Street Pavement Rehabilitation:

Segment #	Clinton Street Area
1	Grand Street (South side) to Gooding Street
2	Gooding Street to Scovell Street
3	Scovell Street to Jackson Street
4	Jackson Street to Water Street
5	Water Street to Mill Street
6	Mill Street to Chapel Street
7	Chapel Street to North Adam Street
8	North Adam Street to Vine Street
9	Vine Street to Lake Avenue (West Side)

15 foot return quantities for Clinton Street

Gooding Street - North Side
Jackson Street - North Side
Water Street - North Side
Mill Street - North Side
Mill Street - South Side
Chapel Street - South Side
North Adam Street - South Side
Vine Street - North Side
Vine Street - South Side
Lake Avenue - West Side

Segment #	North Adam Street Area
1	Old Niagara Road to Sycamore Street
2	Sycamore Street to North Street
3	North Street to Vine Street
4	Vine Street to Frost Street
5	Frost Street to Butler/Porter Street
6	Butler/Porter Street to North Adam Street

All material removed during this milling process, including any foreign debris existing

within or on the pavement, shall be disposed of by the Contractor at a site designated in the contract documents.

CONSTRUCTION DETAILS

The milling machine shall be designed and built for milling pavements. It shall reach the depth desired in as many passes as necessary and shall produce a milled surface free from gouges or ridges deeper or higher than 3/8 inches.

The machine shall be equipped with a means to control dust and other particulate matter created by the cutting action.

The milled material shall be picked up and removed in any manner chosen by the Contractor.

The milling machine shall be capable of producing a finished profile and cross slope within 1/4 inch of referenced elevation.

The referenced elevation shall be determined through the use of a taut reference line positioned at or near the edge of the milling machine, or through the use of a moving reference line such as a "floating beam or ski" of at least twenty feet in length that is attached to the machine. A short ski or shoe may be used as a moving reference line, with approval of the Engineer, provided satisfactory fixed reference plane is available at or near the milling machine.

The Contractor shall provide equipment to immediately clean the milled surface of all loose material without producing any objectionable dust. A dust free surface shall result from the cleaning.

The cold milling of the existing pavement shall be performed as indicated on the plans and shall produce a reasonably smooth surface.

Profile and cross slope during milling shall be controlled on structures or pavement on grade by the use of a floating beam or ski of at least twenty feet in length. Cross slope shall be controlled by a beam or ski on each side of the milling machine, or one reference beam or ski with the cross slope dialed or locked into the machine. The Engineer shall have approval of the method of profile and cross slope control.

When indicated on the plans, profile and cross slope shall be controlled by a taut reference string line.

Areas not accessible to the milling machine such as around and/or adjacent to inlets, manholes, curbs and transverse joints on structures, may be removed and shaped by handwork or other methods approved by the Engineer.

Driveways shall remain accessible to vehicular traffic between milling and paving. Temporary transitions shall be provided for residential driveway access.

The milled material including that removed by other means shall be immediately removed from the roadway surface. The milled material shall become the property of the City and shall be hauled to the City Streets Department Garage at 455 South Niagara Street by the contractor.

When working adjacent to traffic, the Contractor shall immediately remove material that is spilled on the traveled way.

The milling operation shall be performed in such a manner that the milled area shall be immediately cleaned of all loose material and dust, without producing objectionable dust, prior to opening to traffic. Any milled material that becomes wet and/or is not picked up by the equipment shall be removed by the Contractor before milling continues.

The milling shall progress such that the entire road surface is at the same elevation during periods when all lanes must be open to traffic. However, the Contractor may leave a vertical longitudinal face between lanes when a lane closure is allowed during non-work hours. Transverse faces present at the end of a work period shall be tapered in a manner approved by the Engineer.

Any damage to milled surfaces, prior to overlaying, resulting from traffic or other causes such as, but not limited to, raveling, fuel spillage or any contaminants which would inhibit bond shall be repaired or remilled by the Contractor in a manner approved by the Engineer.

The contractor shall maintain drainage at catch basins according to the details shown on the plans or in a manner approved by the Engineer.

METHOD OF MEASUREMENT

The quantity shall be measured as the number of square yards of pavement surface milled in accordance with the plans and this specification.

In no case will a deduction in area be made for minor unmilled areas due to catch basins, manholes, transverse joints, or minor low areas in pavements from the measured surface area that has been milled. Minor unmilled or low areas are those areas of 10 square yards or less.

BASIS OF PAYMENT

The unit price bid per square yard shall include the cost of furnishing all labor and equipment necessary to complete the milling including the removal of pavement by other means, the removal and disposal of milled material, the removal and hauling of milled material to a designated storage area and cleaning the resultant surface after milling.

The cost of maintaining drainage, temporary pavement wedges of asphalt concrete around drainage structures, manholes, valve boxes, bridge abutments, driveway approaches and beginning the ends of milled pavement shall be included in the price bid for maintenance and protection of traffic.

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BID ITEM NO. 5 - TACK COAT

All milled areas that are to be overlaid with asphalt concrete shall be tacked coated prior to paving. The asphalt emulsion used for the tack coat shall meet New York State Department of Transportation Standard Specification 702.90. The Contractor shall provide a distributor for applying the tack coat.

The contractor shall clean the pavement again of all loose material just prior to applying tack coat. A dust free surface shall result from the cleaning without producing any objectionable dust. The pavement shall be clean and completely dry before applying tack coat.

The distributor shall be designed, equipped, maintained and operated so that the tack coat can be heated and applied uniformly on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard, with uniform pressure, and with allowable variation from any specified rate not to exceed 0.02 gallons per square yard. Distributor equipment shall include a tachometer, accurate metering device or a calibrated tank and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

The distributor may be equipped with an attached bristle broom designed such that it drags on the pavement behind the spray bars. If the broom is used, it shall be adjustable laterally and vertically so that the full width of the applied tack coat is broomed uniformly into the pavement surface.

Distributors shall be equipped with an approved bituminous material sampling valve. The valve shall be installed as described in Department written instructions. When samples are taken through such valves, they shall be considered representative of all material in the tank.

Smaller power spray units of hand spray equipment will be permitted only in areas where the Engineer determines that the use of a distributor is impractical. The tack coat shall be uniformly applied by a pressure distributor to a prepared clean pavement. The tack coat shall be applied as approved by the Engineer to offer the least inconvenience to traffic and to permit one-way traffic, where practical, to prevent pickup or tracking of the bituminous material.

Tack coat shall not be applied on a wet pavement surface or when the surface temperature is below 45 degrees F. The temperature and areas to be treated shall be approved by the Engineer prior to application. The application rate shall be 0.10 gallons per square yard.

METHOD OF MEASUREMENT

The quantity to be paid for will be the number of gallons of asphalt emulsion for tack coat measured at 60 degrees F. incorporated into the work.

BASIS OF PAYMENT

The unit price bid per gallon for tack coat shall include the cost of furnishing materials and all equipment and labor necessary to complete the work.

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BID ITEM NO. 6 - PAVEMENT

GENERAL DESCRIPTION

The work to be completed under this contract consists of paving, curbing and receivers. Pavement to consist of any truing and leveling necessary to obtain desired curb face and 2" Top Curbs. All materials, tools, implements and appliances are to be furnished in accordance with the Plans and Specifications.

MATERIALS

All material used in the various parts of this project shall meet the New York State Department of Transportation Standard Specifications, latest revised edition.

Materials which have been approved, shall be rejected if in the opinion of the Engineer, service records indicate that they are unsound or otherwise unsatisfactory. The Engineer may require the Contractor to furnish acceptable materials from other approved sources of supply, and the Contractor shall have no claim for increased payment on account of such requirement.

PLANT MIX MATERIALS

All aggregate, mineral filler, bituminous material, compaction of mixes and manufacture of bituminous concrete shall be done in accordance with the New York State Department of Transportation Standard Specifications latest edition.

MIXTURES

Mixtures to be used are as follows:

- (a) Type 7F Top Course (Item 403.1982)

TRANSPORTATION AND DELIVERY OF MIXTURES

The mixture shall be transported from the paving plants to the work in tight vehicles previously cleaned of all foreign materials, and when directed by the Engineer, each load shall be covered with canvas or other suitable material of sufficient size and thickness to protect it from weather conditions. No loads shall be sent out so late in the day to interfere with spreading and compacting the mixture during daylight. The mixture shall be delivered within 20 degrees F. of the temperature specified by the Engineer.

When air temperature is near the minimum temperature permitted for laying the pavement, the Engineer shall require the Contractor to insulate the sides of steel bodied vehicles used for the transportation of plant mixed material. The plant mix shall be so loaded into tight vehicles, carts, wagons, or trucks previously cleaned of all foreign material and delivered to the work, that it will not become contaminated in any way.

The inside surfaces of the vehicles used for the transportation of plant mixes shall be lightly coated with a whitewash of lime and water or a soap solution just before the vehicles are loaded. The use of oil for coating the inside of the vehicles will not be permitted.

PLACING AND CONSTRUCTION

Placing - The course shall be laid with a finishing machine of an approved type, which has an edging attachment to aid in securing a satisfactory joint between lanes. Such finishing machine shall be in the charge of an experienced operator. Where the use of a paver is either impractical or impossible, or there are areas less than 15 square yards, the paving machine may be dispensed with, and the course spread by hand methods. The Engineer will inspect the paving machine before it is put into operation.

PLACING THE MIXTURE

Mixtures shall be placed only where the surface to be covered is dry and clean. Mixtures shall be laid only when weather conditions, in the opinion of the Engineer, are suitable. All defective areas in a foundation for a course shall be repaired as directed in advance of laying the bituminous course. Upon arrival, the mixture shall be dumped into the approved mechanical spreader and immediately spread and struck off to the full width required and to such appropriate loose depth that when the work is completed, the compacted thickness of mixture required in each square yard will be secured. The course shall be struck off by mechanical equipment. For use in striking off the course, the machine shall be equipped with easily adjustable strike-off plates.

Before any rolling is started, the finished surface struck off by the machine shall be checked, any inequalities adjusted and all fat spots or fat areas from any source shall be removed and replaced by satisfactory material.

COMPACTION

Immediately after the bituminous mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking or shoving. All courses shall be initially rolled with the roller traveling parallel to the centerline of the pavement beginning at each edge and working toward the center. Banked curves shall be rolled starting at the low side edge and working toward the super-elevated edge. When the compaction procedure used by the Contractor fails to produce results acceptable to the Engineer, the procedure shall be adjusted to obtain the desired results. Rollers shall move at a slow and uniform speed. The roller drive roll or wheel shall be nearest the paver. The roller or rollers shall produce a compression with the rear wheels of not less than 250 pounds per inch of tread.

Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture as required.

Care shall be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with small quantities of detergent or other approved material, but in no case shall a solvent having affect upon the bituminous pavement be used.

Along forms, curbs, headers, walls and other areas not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers as directed by the Engineer. On depressed areas, a trench roller or a small vibratory roller approved by the Engineer may be used.

Suitable means shall be provided to keep pavers and other equipment and tools free from bituminous accumulations. The surface of the pavement shall be protected from drippings of oil, kerosene or other materials used in paving and cleaning operations.

Any mixture that becomes loose and broken, mixed with dirt, or is any way defective, shall be removed and replaced with fresh hot mixture, which shall be compacted to conform with the surrounding area. Any area showing an excess or deficiency of bituminous material shall be corrected to the satisfaction of the Engineer.

TESTING SURFACE

The surface shall be tested with a 16 foot straight edge, laid parallel with the center line of the road upon any portion of the surface, and any variations from a true profile exceeding 1/4 inch, shall be satisfactorily eliminated or the pavement relaid. The straight edge will be provided by the Contractor and approved by the Engineer.

SEASONAL AND WEATHER LIMITATIONS

No material shall be placed from October 15th to May 15th, nor when the air temperature in the shade is below 50 degrees F., except by written permission of the Engineer.

SAMPLING

The City reserves the right to cut or core samples from the pavement during the laying of, or after the completion of the pavement, for use in determining the composition, density, thickness, or other characteristics of the pavement; and as a final check, as to pavement complying with the specifications. Contractor shall assume full responsibility for all work not meeting the specifications for asphalt concrete, and shall remove same from roadway when ordered by the Engineer. Contractor shall repair all core holes with similar material that was removed.

MEASUREMENT AND PAYMENT

The quantity shall be measured as the number of tons of pavement installed in accordance with the plans and specifications.

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BID ITEM NO. 7 - EPOXY REFLECTORIZED PAVEMENT MARKINGS

SECTION 685 - EPOXY REFLECTORIZED PAVEMENT MARKINGS

685-1 DESCRIPTION. Under this work, the Contractor shall furnish and apply epoxy reflectorized pavement markings at existing locations and in accordance with patterns indicated on the plans or as ordered by the Engineer, and in conformance with the MUTCD and these specifications.

The epoxy marking material should be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following an application of glass beads, the cured epoxy marking shall be an adherent reflectorized stripe.

685-2 MATERIALS. Materials shall conform to the requirements of §727-03 White and Yellow Epoxy Reflectorized Pavement Markings.

685-3 CONSTRUCTION DETAILS

685-3.01 General. All pavement markings and patterns shall be placed as shown on the Contract Documents and in accordance with the MUTCD.

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Regional Director and his/her authorized representative.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 feet intervals throughout the length of the pavement or as directed by the Engineer.

685-3.02 Atmospheric Conditions. Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

685-3.03 Surface Preparation. The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application, all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with Section 635, Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

685-3.04 Epoxy Applying Equipment. Mobile applying equipment for the placement of epoxy reflectorized pavement markings shall be approved by the Director (Materials Bureau) prior to the start of work.

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The applying equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of legends, symbols, crosswalks, and other special patterns.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applying equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications. The applying equipment shall be capable of installing a minimum of 100,000 feet of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin and for the storage of reflective glass spheres.
2. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.
3. Glass bead dispensing equipment and the capacity of applying the spheres a minimum rate of 20 lb/gal of epoxy resin composition.
4. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.

5. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in §685-3.05 Application of Epoxy Reflectorized Pavement Markings.

685-3.05 Application of Epoxy Reflectorized Pavement Markings. Epoxy reflectorized pavement markings shall be placed at the width, thickness, and pattern designated by the Contract Documents. Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions and pavement surface temperature are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.
3. Reflective glass spheres are injected into, or dropped onto, the liquid epoxy marking at a minimum rate of 20 lb/gal of epoxy resin.

685-3.06 Defective Epoxy Pavement Markings. Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.
 - *Repair Method.* Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains. Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air. Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.
2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).
 - *Repair Method.* The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense. The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction. After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with requirements of §727-03 MATERIAL REQUIREMENTS, A., 2.0 paragraph d. Drying Time (Field); or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

*Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

685-4 METHOD OF MEASUREMENT. The quantity shall be measured at lump sum for pavement markings to be replaced as per the existing alignments. The contractor shall take inventory of the existing pavement markings before milling operations. Marking shall be replaced as per the existing or as ordered by the engineer.

To assist with quantities, the following is a list of the minimum striping requirements for the Clinton Street Pavement Rehabilitation portion only.

1. **Yellow Full Barrier / two directional no-passing marking line** from Grand Street to Lake Avenue / Matt Murphy Way, for an approximate total of **5,300 linear feet**. An additional Yellow Full Barrier / two directional no-passing marking line will be added from the north side of Grand Street to Gooding Street, and from Gooding Street to Scovell Street, for an approximate total of **500 linear feet**. A combined total of approximately **5,800 linear feet** of Yellow Full Barrier / two directional no-passing marking line is required.
2. **White stop bars** at the following intersections:
 - Grand Street and Clinton Street, quantity 1 (East bound lane on Grant Street, approximately 20 linear feet).
 - Gooding Street and Clinton Street, quantity 1 (South bound lane on Gooding Street, approximately 20 linear feet).
 - Scovell Street and Clinton Street, quantity 1 (South bound lane on Scovell Street, approximately 12 linear feet).
 - Jackson Street and Clinton Street, quantity 1 (South bound lane on Jackson Street, approximately 13 linear feet).
 - Water Street and Clinton Street, quantity 1 (South bound lane on Water Street, approximately 12 linear feet).
 - Mill Street and Clinton Street, quantity 4 (all incoming roads, approximately 60 total linear feet).
 - Chapel Street and Clinton Street, quantity 2 (North and South bound lanes on Chapel Street, approximately 26 total linear feet).
 - North Adam Street and Clinton Street, quantity 4 (all incoming roads, approximately 60 total linear feet).
 - Vine Street and Clinton Street, quantity 2 (North and South bound lanes on Vine Street, approximately 26 total linear feet).

- Lake Avenue / Matt Murphy Way and Clinton Street, quantity 1 (East bound lane on Clinton Street, approximately 20 linear feet).
 - Approximately **269 linear feet** total of white stop bars required.
3. **Standard White Cross walk markings** at the following intersections:
- Scovell Street and Clinton Street, quantity 1 (North side of intersection, crossing Scovell Street, approximately 40 linear feet).
 - Jackson Street and Clinton Street, quantity 1 (North side of intersection, crossing Jackson Street, approximately 40 linear feet).
 - Water Street and Clinton Street, quantity 1 (North side of intersection, crossing Water Street, approximately 35 linear feet).
 - Mill Street and Clinton Street, quantity 2 (North side of intersection, crossing Mill Street and East side of intersection, crossing Clinton Street, approximately 85 total linear feet).
 - Chapel Street and Clinton Street, quantity 3 (North and South sides of intersection, crossing Chapel Street and the East side of the intersection, crossing Clinton Street, approximately 80 total linear feet).
 - North Adam Street and Clinton Street, quantity 4 (all directions, approximately 125 total linear feet).
 - Vine Street and Clinton Street, quantity 4 (all directions, approximately 105 total linear feet).
 - Lake Avenue / Matt Murphy Way and Clinton Street, quantity 1 (West side of intersection, crossing Clinton Street, approximately 35 linear feet).
 - Approximately **545 linear feet** total of Standard White Cross walk markings required.
4. **Broken white line**, west bound traffic flow on Clinton Street, beginning from Water Street to Gooding Street, approximately **1,350 linear feet**.
5. Include stripping to match the following at the intersection of Clinton Street and Gooding Street, north side of intersection:



685-5 BASIS OF PAYMENT. The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

BID ITEM NO. 8 - ADJUSTMENT RINGS AND FRAMES FOR DRAINAGE STRUCTURES AND MANHOLES

GENERAL

It is anticipated that the manhole frames and covers the drainage structures frames and grates will not need adjustment. This item will be used if a cover or grate is uncovered during the milling operation.

The Contractor shall furnish and install prefabricated adjustment rings and frames for drainage structures and manholes. The extensions shall elevate and support drainage structure grates or manhole covers without the necessity of removing the original drainage structure frame or manhole casting when the roadway is resurfaced.

MATERIALS

Materials for prefabricated adjustment rings for valve boxes shall conform to the following: New York State Department of Transportation Standard Specification, Prefabricated Adjustment Rings, Frames, and Utility Valve Risers for Drainage Units, Manholes, and Utilities 715-13

CONSTRUCTION DETAILS

Before the placement of the surface course and after the placement of the binder course, when required, the Contractor shall install adjustment rings and frames for manholes and drainage units as required. The adjustment ring or frame shall be placed so the manhole cover or drainage unit grate will not protrude above the finished surface of the pavement.

To assure a firm and secure fit with the adjustment ring or frame, the seat of the existing manhole casting or drainage unit frame shall be free of all foreign material at the time of installation. The entire assembly shall be set on the seat of the existing manhole casting or drainage unit frame and the locking devices shall be tightened evenly. The manhole cover or drainage unit grate shall then be set upon the seat of the adjustment ring or frame.

The Contractor shall be responsible for ensuring that the adjustment rings and frames are compatible with the existing manhole castings and covers or drainage frames and grates.

All rings or frames shall be protected from displacement caused by traffic maintained on the roadway or equipment used in the paving operation.

METHOD OF MEASUREMENT

This work will be measured by the number of prefabricated adjustment rings or frames furnished and installed.

METHOD OF PAYMENT

The unit price bid for each adjustment ring or frame shall include the cost of all material, labor, and equipment necessary to satisfactorily install the adjustment rings and frames. If the Contractor elects to reset the existing casting or frames, the costs of the work involved in the removal and replacement of existing disturbed pavement shall be included in the price bid for the adjustment rings and frames.

BID ITEM NO. 9 - ADJUST VALVE BOX ELEVATION

DESCRIPTION

GENERAL

It is anticipated that the Water main valve boxes will not need adjustment. This item will be used if a Valve box is uncovered during the milling operation.

The Contractor shall furnish and install adjustment rings for water valve boxes. The extensions shall elevate and support valve boxes without the necessity of removing the original valve box when the roadway is resurfaced.

MATERIALS

Materials for prefabricated adjustment rings for valve boxes shall conform to the following: New York State Department of Transportation Standard Specification, Prefabricated Adjustment Rings, Frames, and Utility Valve Risers for Drainage Units, Manholes, and Utilities 715-13

CONSTRUCTION DETAILS

Before the placement of the top course and after the placement of the binder course, when required, the Contractor shall install adjustment rings or frames for valve boxes. The Contractor shall be responsible for ensuring that the adjustment rings or frames are compatible with the existing valve boxes. The adjustment ring or frame shall be placed so the valve box cover will not protrude above the finished surface of the pavement, and is no more than 3/16 of an inch below the finished grade. The Contractor shall have the option of resetting the existing valve box to the required grade.

To ensure a firm and secure fit with the adjustment ring or frame, the seat of the existing valve box shall be free of all foreign material at the time of installation. The entire assembly shall be set on the seat of the existing valve box and secured. The valve box cover shall then be set upon the seat of the adjustment ring or frame. All rings or frames shall be protected from displacement caused by traffic maintained on the roadway or equipment used in the paving operation.

METHOD OF MEASUREMENT

The quantity to be measured for payment will be the number of units of each adjusted in accordance with the contract documents.

METHOD OF PAYMENT

The unit price bid shall include the cost of all materials, labor, and equipment necessary to complete the work. No additional payment will be made If the Contractor elects to reset the existing valve box, the costs of the work involved in the removal and replacement of existing disturbed pavement shall be included in the bid price for adjustment of the valve box.

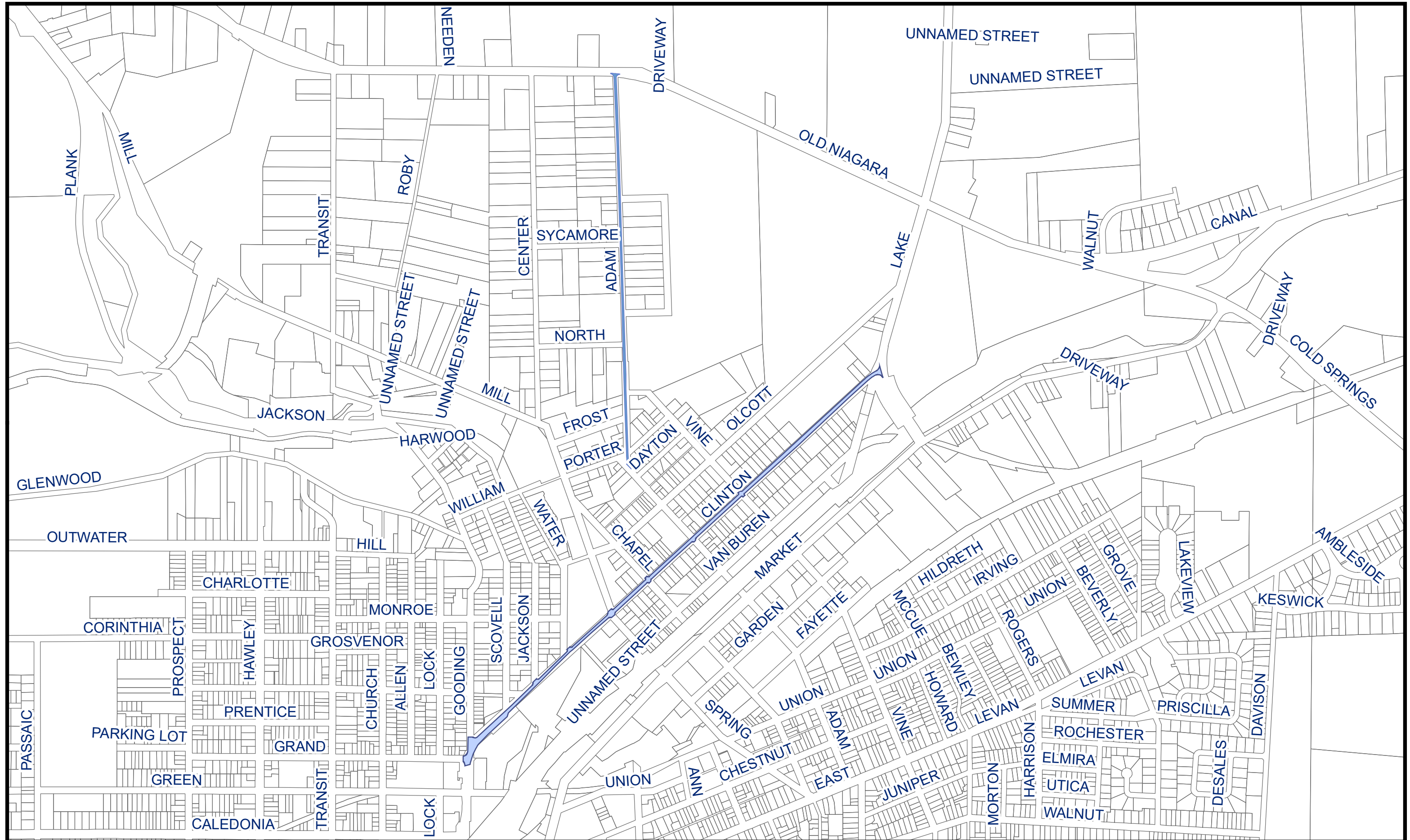
Appendix A
Bid No. 2023-22 Results for Stone and Blacktop

RESULTS OF BID NO. 2023-22 STONE & BLACKTOP Price Adjustment Base Price - \$626.00/Ton (JAN. 2023 Price) Price Per Ton F.O.B.	Barre Stone Products, Inc.	Cambria Asphalt Products, Inc.	County Line Stone Co., Inc.	Holcim Quarries NY, Inc. LOCKPORT QUARRY	Holcim Quarries NY, Inc. NIAGARA QUARRY	Shelby Crushed Stone, Inc.		
ASPHALT CONCRETE FOR PAVING	(1)	(2)	(3)	(4)	(5)	(6)		
403.1789 Type 6 – Top course	\$70.00	\$76.00	\$74.00	\$65.00	\$68.50			
403.1782 Type 6F- Top course	70.00	76.00	74.00	65.00	68.50			
403.1989 Type 7 – Top course (Armor coat)	73.50	78.00	79.00	65.40	68.90			
403.1982 Type 7F – Top course	73.50	78.00	79.00	65.40	68.90			
403.1389 Type 3 – Binder course	63.00	68.70	72.00	57.60	61.10			
403.1289 Type 2 – Base course	60.00	57.70	65.00	53.00	56.50			
403.1189 Type 1 – Base course	61.00	65.70	70.00	54.00	57.50			
Fines for patching	82.00	78.00	90.00	66.73	70.23			
Niagara County Urban Top	86.00	85.80	92.00	72.40	75.90			
Niagara County Regular Top	82.00	76.50	85.00	64.40	67.90			
Niagara County Fine Top	81.00	81.00	89.00	68.00	71.50			
Type 3 Fine Binder Course	65.00	69.50	73.00	60.50	64.00			
302.01 Bituminous stab. course	60.00		80.00	NB	NB			
ALL WEATHER BLACKTOP								
Binder	NB		No Bid	110.00	NB			
Top (Kotal, or equal)	NB		No Bid	NB	NB			
Extra fine top	NB		No Bid	NB	NB			
High performance cold patch	120.00	(7) 122.00	(8) 110.00	NB	NB	(7) 122.00		
High performance cold patch			(9) 130.00					

- (1) 14120 West Lee Rd., Albion NY 14411
 (2) 5204 Lockport Junction Rd. Lockport, NY 14094
 (3) 4515 Crittenden Rd. Akron, NY 14001
 (4) Lockport = 400 Hinman Rd. Lockport, NY 14094
 (5) Niagara – 8875 Quarry Rd. Niagara Falls, NY 14304
 (6) 10830 Blair Rd Medina NY 14103
 (7) EZ Street Cold Patch
 (8) Mac V
 (9) UPM

Appendix A

Appendix B
Clinton Street and North Adam Street Project
Scope Boundary Map



Appendix B
 Clinton Street beginning from the south side of the intersection with Grand Street and ending at the west side of the intersection with Lake Avenue / Matt Murphy Way
 North Adam Street beginning on the south side of the intersection with Old Niagara Road and ending approximately 130 feet south of the intersection with Porter Street / Butler Street